

**Fork Landing Subdivision  
Plat Book 222, Page 84**

**Tax Map No.: See Schedule "A" Attached**

**Prepared by/return to:  
Fork Landing Farms Homeowners Association, Inc.  
P.O. Box 954  
Milford, DE 19963**

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RECORDER OF DEEDS Scott Dailey  
Sussex County  
Consideration: \$0.00  
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**DECLARATION OF RESTRICTIONS  
APPLICABLE TO FORK LANDING FARMS**

November 11, 2022

WHEREAS Fork Land Farms, LLC, a Delaware limited liability company, hereinafter referred to as "Declarant", was the owner of all the lots in the subdivision known as Fork Landing Farms, as more specifically described in a Plot Plan for said subdivision of record in the Office of the Recorder of Deeds in and for Sussex County, Delaware ("Recorder of Deeds") in Plot Book 117, Page 157; and

WHEREAS, Declarant, wished to impose upon said lands and bind itself, its successors and assigns who become the owners of the referenced lots, certain restrictions and covenants; and

WHEREAS, Declarant recorded certain restrictions, easements, covenants, agreements, conditions and reservations, which are covenants running with the land and which are binding upon the Declarant, its successors and assigns, in a document entitled "Declaration of Restrictions Applicable to Fork Landing Farms" in the Office of the Recorder of Deeds at Book 3885, Page 197, et seq., on or about April 27, 2011 ("2011 Declaration of Restrictions"), and a document entitled "First Amendment to Declaration of Restrictions Applicable to Fork Landing Farms" at Book 4492, Page 132, et seq., on or about January 6, 2016 ("First Amendment"); and

WHEREAS, Declarant established Fork Landing Farms Homeowners Association, Inc., a Delaware non-profit corporation (the "Association"), which has the responsibility of administering Fork Landing Farms, establishing the means and methods of collecting the contributions to the common expenses, and arranging for the management of Fork Landing Farms; and

WHEREAS, the members of the Association, consisting of the owners of record of all lots within Fork Landing Farms, desired to amend the 2011 Declaration of Restrictions, as amended; and

WHEREAS, at least seventy-five percent (75%) of the owners of all lots within Fork Landing Farms voted to amend the 2011 Declaration of Restrictions, as amended, as follows:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Association does covenant and declare that the 2011 Declaration of Restrictions recorded in Book 3885, Page 197, et seq., is hereby struck and replaced in its entirety with the following restrictions, easements, covenants, agreements, conditions and reservations (hereafter "Declaration of Restrictions"), which it is agreed shall be covenants running with the land included within the metes and bounds as shown on Exhibit "A", and which shall be binding upon the Association, its successors and assigns, and which said Declaration of Restrictions are hereby imposed for the benefit of each lot or parcel of land identified in Exhibit "A" attached hereto.

1. Fork Landing Farms is a planned community located in Sussex County, Delaware that has been submitted to the provisions of Chapter 81 of Title 25 of the Delaware Code, commonly known as Delaware Uniform Common Interest Ownership Act or "DUCIOA". This Declaration of Restrictions shall run forever with the land as more particularly described in Exhibit "A" attached hereto unless such duration would be contrary to any rule of law, in which event said restrictions shall be effective for so long as permitted by law. These restrictions shall be binding upon the Declarant hereto, its successors and assigns, and all persons claiming under it for said duration.
2. Every natural person, corporation, partnership, trust or other legal entity or any combination thereof that owns title to a residential dwelling lot in Fork Landing Farms subdivision shall be a member of a non-profit Delaware corporation called Fork Landing Farms Homeowners Association, Inc hereinafter the "Association". Any person or group of persons, associations, corporation, limited liability company, partnership, trust, or other legal entity, or any combination thereof, who holds an interest in a residential dwelling lot solely as security for the performance of an obligation shall not be a member of the Association solely on account of such interest. Membership shall be appurtenant to and may not be separated from ownership of any lot. Voting at all meetings of the Association shall be on a percentage basis and the percentage of the vote to which each Owner is entitled shall be one vote for each Lot. Except as otherwise provided herein, the Association may exercise the powers conferred upon it by and through an Executive Board, subject to the terms, procedures and conditions detailed herein and as provided in the Bylaws of Fork Landing Farms Association, Inc. (the "Bylaws").
3. No re-subdivision of any lot shall be permitted within the Fork Landing Farms subdivision. All lots described in Exhibit "A" shall be known and described as residential lots and no building shall be erected, placed or permitted to remain

on any residential building lot in Fork Landing Farms, other than one detached single-family dwelling house or one attached single family dwelling or duplex (not to exceed two and one half (2-1/2) stories in height or three (3) stories on the down slope side of dwelling) for the exclusive use of the owner or occupant of said dwelling or a duplex. For the purpose of these restrictions, "single-family" shall not include more than three (3) persons who are not related by marriage or blood. No more than one accessory building, attached or detached, shall be permitted on any single lot.

4. A building setback restriction is established as Thirty (30) feet from the front lot line, Fifteen (15) feet from the rear lot line, and Eight (8) feet from each side lot line. An easement ten (10) feet in width is hereby reserved over the rear, front and side lot lines of each lot laid out on the above-described tract of land for utility and drainage purposes, including the right of installation and maintenance of said public or private utilities, said reservation and easement to be jointly for the benefit of Fork Landing Farms and the owners of the located within said subdivision. All utility lines shall be underground, except as specifically approved by the Association. The Declarant or the Association reserves an easement for ingress, egress and regress upon all lots to regrade all drainage easements and, when necessary, to install drainage piping within the easement and for the storage of construction materials and equipment on the common area or open spaces.
5. All front, rear, and side set back requirements and all height requirements shall be in compliance with the Recorded Plat and City of Milford zoning ordinances, as amended. Any side yard setback for a duplex lot and any variance granted or otherwise approved by the City of Milford shall be deemed to be in compliance with such setback requirements. The Association may allow reasonable variances and adjustments in order to overcome practical difficulties and prevent unnecessary hardships in the application of these restrictions; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the Fork Landing Farms Subdivision. The owner of any lot subject to these restrictions shall be subject to any additional setback requirements established by Sussex County for lands located within fifty (50) feet of other lands used for agricultural purposes.
6. The minimum square footage for a one-story dwelling shall be 1,100 and the minimum square footage of a duplex shall be 800 exclusive of the garage, porches, porticos and basements, breezeways, carports, terraces or similar structures.

7. The Association shall elect at least three (3), but no more than five (5), officers to serve on the Executive Board.
8. The Association may establish rules, regulations, and procedures to vote on all plans, set-backs, locations, alterations, specifications, materials, exterior colors or finishes, elevations, site layouts, plot plans and all other matters concerning Fork Landing Farms as aforesaid submitted to it for approval.
9. No building, shed, structure of any kind, ornaments, fence, pond, shelter, in-ground swimming pool, outside lights, radio or television antennae or tower, satellite dishes, awnings, rain barrels, streets, roads, driveways and parking areas, or other structure (collectively referred to as "structure" or "structures") shall be constructed, erected, placed, replaced, moved, removed or altered on any lot unless and until the proposed building plans, set-backs, specifications, materials, exterior color or finish, elevation, site layout, planting plan and/or plot plan showing the proposed location of each structure, and identification of contractor and construction schedule, shall have been submitted in writing to and approved by the Association or its successors and/or assigns for the purpose of approving all construction, improvements site and location of buildings or structures, planting plans and similar matters within Fork Landing Farm.
10. No fence shall exceed six feet in height within Fork Landing Farm. The Association may establish regulations regarding the size, color, and material of any fence to be erected upon any lot.
11. No mobile home or modular dwelling shall be erected upon any lot within Fork Landing Farm. "Modular dwelling" shall mean any home that is primarily constructed offsite, and which is transported in large sections to the lot for assembly.
12. In the event that any dwelling is destroyed in whole or in part by fire, windstorm or for any other cause or act of God, the debris resulting therefrom shall be immediately removed and the lot restored to a sightly condition with reasonable promptness.
13. All construction, building, electrical, heating, air conditioning, plumbing and any and all other work must be performed in accordance with the applicable existing laws, rules, and regulations governing the same and shall be subject to inspection and approval by properly authorized inspectors.

14. Homeowners shall not be permitted to park or maintain upon any of the lands conveyed in this subdivision, any truck in excess of  $\frac{3}{4}$  tons, tractor, commercial van, derelict car, trailer, or mobile home.
15. Homeowners shall not construct or maintain an above-ground swimming pool, tent, shack, barn, stable, cattle yard, hog pen, found yard, or building of any nature or description except a single-family residence, garage or other accessory structure, constructed in accordance with these restrictions.
16. No graveyard, hospital, sanitarium, asylum, or similar or kindred institution shall be permitted.
17. The Association may regulate the types of in-home businesses that may be operated from residences within Fork Landing.
18. No noxious or offensive activity be carried out or upon any lot; nor may anything be done which may be or may become an annoyance to any other lot owner.
19. The Association may establish regulations regarding signs, notices or advertising matter of any nature, or description, used or permitted upon any of the lots subject to these restrictions or any roadways located in Fork Landing Farms.
20. No recreational vans, boats, trailers, self-propelled motor homes, campers or other recreational vehicles as defined in 21 Del. C. §101(29) shall be maintained or parked on any lot or street within Fork Landing Farms unless parked or stored in a closed garage. All such vehicles shall bear current Delaware registrations and sit on inflated tires at each wheel. No such vehicles shall remain on the street for more than forty-eight (48) hours.
21. No pigs, chickens, poultry, rabbits, pigeons, cattle, goats, sheep, horses, animals traditionally considered to be wild or farm animals, or other non-household pets, shall be kept or placed upon any lot within Fork Landing Farms.
22. Each lot owner shall prevent the development of any unclean, unsanitary, unsightly or unkept conditions of buildings or grounds of his lot which shall tend to decrease the beauty or safety of the area as a whole or the specific area; nor shall any subsequent owner of these lands permit the accumulation of wild growth, logs, fallen trees, litter, new or old building material (for other than

immediate use), or other trash upon said lands, thereby creating an unsightly, unsanitary or unsafe condition. At no time may grass or weeds be allowed to grow to a height greater than the height set by the community regulations.

23. All "open space" areas considered common area as shown on the Plan shall be maintained by the Association. Common areas, including water management areas, may not be disturbed without the authorization of the Association. The forested buffer areas bordering Deep Branch and the cemetery may be cleared and maintained by the adjacent property owners, but in no event may trees with a base trunk greater than six (6) inches be removed without written authorization of the Association.
24. No accessory building or structure may be erected within any common area, or open space without the prior written permission of the Association.
25. Each lot owner shall provide receptacles for garbage, and all such receptacles shall be stored in a location not generally visible from the common public streets and roadways of Fork Landing Farms except when placed out on the day of collection.
26. All laundry drying areas shall be so located or screened to be concealed from view of passersby on the common public streets and roadways of Fork Landing Farms.
27. No unlicensed motor vehicles shall be used on any area located within Fork Landing Farms, and no licensed two or three wheeled, self-propelled all-terrain vehicles shall be used on any lot, common area or street. There shall be no "joy riding" within the Fork Landing Farms.
28. No trees, shrubbery, structures, fences or other obstructions shall be placed in any drainage easements shown on the recorded Subdivision Plan for Fork Landing Farms.
29. No noxious, offensive, or illegal activity shall be conducted on any lot, nor shall anything be done within Fork Landing Farms which constitutes an annoyance or nuisance or otherwise deprives any owner or resident of the quiet enjoyment of the property. No loud noises or music, such as to annoy or offend any adjoining lot owner, may be caused or played within Fork Landing Farms. The residences in Fork Landing Farms are intended to be rural homes, therefore, it is necessary for each occupant of a residence to minimize activities which may be heard in adjoining residences. For this

reason, the volume of music and noise must be limited to a level which cannot reasonably be heard in the adjoining residence after 9:00 p.m. on non-holiday weekdays and after 11:00 p.m. on holidays and weekends so as to minimize annoyance to neighbors.

30. The Declarant or the Association are permitted by these covenants to correct, repair, clean, preserve, clear out, or perform any action on the property of any lot owners required by any provision of this Declaration of Restrictions, the Community Regulations or the Bylaws. The Declarant or the Association, by entering the lot and taking such action, shall not be deemed to have trespassed.
31. If the Association hereto, or any of its successors or assigns or any one claiming under it, or any person owning any lot or occupying any house shall violate or attempt to violate any of the covenants herein, it shall be lawful for Association or its designated representatives or any person or persons owning any lot subject to these restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to prevent it or them from doing so and/or to recover damages or other dues for such violation, together with their reasonable counsel fees, costs and expenses; provided, however, that Association, its successors or assigns, shall have no liability whatsoever based on its failure to enforce these restrictions, and nothing herein shall be construed in any manner to impose any liability on the Association, its successors and assigns.
32. Invalidation of any one of the covenants contained herein or any part or subpart of any covenant herein by valid judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
33. The Association shall be governed and subject to the Bylaws, the rights of the Declarant during the period of Declarant Control, and by the following:
  - a. The purchaser of any lot in Fork Landing Farms by the acceptance of a deed to said lot, obligates and binds himself or herself, his or her heirs and assigns, to become a member of the aforesaid maintenance corporation and to be bound by all of its rules and regulations and to be subject to all the duties and obligations imposed by membership in said corporation, but no owner shall have more than one (1) membership.
  - b. Each owner of any lot or lots, by acceptance of a deed therefor, is deemed

to promise, covenant and agree to pay to the maintenance corporation (1) annual assessments or charges, and (2) special assessments for capital improvements, or other purposes, such assessments to be fixed, established and collected from time to time as hereinafter required, provided, that all assessments must be fixed at a uniform rate for all lots. The owner of any lot subject to these restrictions agrees to pay to the maintenance corporation his share of the costs associated with the maintenance of the common areas within the subdivision. In addition, at the time of settlement on any lot within the subdivision, the Association may collect the equivalent of two (2) years of assessments for the maintenance costs associated with the maintenance of the common areas. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall be a lien upon the land of said owner in Fork Landing Farms subordinate to any mortgage then existing on the lot and, in addition, shall be the personal obligation of the person who was the owner of such property at the time when the assessment became due. The assessments levied by the Association for the maintenance of the Open Space Area shall be used exclusively for that purpose. The other assessments levied by the Association shall be used exclusively for the purpose of the improvement and maintenance of the open space, drainage ditches and swales, maintenance, repair and payment for the cost of operating any entrance sign, purchase of any insurance, if the Executive Board deems it appropriate; enforcement of these Restrictions, including but not limited to employment of counsel and for performing all other acts the Association is authorized to perform under these restrictions. Notwithstanding the dedication of the streets within Fork Landing Farms, the Association is authorized (but not required) to collect monies for snow and ice removal for the roadways and streets, if in the opinion of the Executive Board, the State of Delaware, Division of Highways, has failed to adequately provide for snow and ice removal within Fork Landing Farms.

Said assessments shall be in sufficient amount to pay for said taxes and like charges and to pay the cost of keeping the common areas and private open space in good usable and safe condition and to offset any uncollected prior assessments. By a two-thirds (2/3) vote of its members, the Association may levy other special assessments, the proceeds of which shall be used for the benefit of the land governed hereby.



- c. 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.
- d. Any assessments which are not paid when due shall be delinquent after thirty (30) days and shall (i) bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and (ii) include a late payment fee of ten percent (10%) of the amount of the delinquent assessment, which rates may be modified by the vote of a majority of the members of the Association. 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 attorneys' fees of any such actions 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 the common areas, Open Space, streets, or common private roadways or abandonment of his or her lot.
- e. It is expressly agreed that the assessments and interest thereon, if any, referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made, and it is expressly agreed that by acceptance of title to any lot in said subdivision, 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 Association, including any prior unpaid assessments.
- f. 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, and convey title to portions of the open space to the State of Delaware, any political subdivision thereof, or to any public utility.
- g. Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charge; provided that such subordination shall apply only to the charges that shall have become payable prior to the passing of title

under foreclosure of such mortgage or mortgages, and the transferee 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 if there is a surplus at a foreclosure sale, then such surplus shall be subject to the lien created in this paragraph.

- h. The Association shall be charged with the duty of improving and maintaining the common area and private open spaces, drainage ditches and swales, in the condition required by the City of Milford, and discharging all other responsibilities set forth in these restrictions and shall be charged with the payment of taxes and similar governmental charges as set forth herein. By a two-thirds (2/3) vote of its members, the Association may take such other action for the benefit of the lands governed hereby. The Association may authorize Lot Owners contiguous to the forested buffer strip limited ability to clear and maintain these areas adjacent to their lots.
- i. The Association shall at no time close or obstruct the streets, except insofar as the same shall be temporarily necessary for maintenance or repairs.

Notwithstanding anything in the foregoing paragraph to the contrary, neither the Declarant, nor the Association, nor any party claiming through them, shall prevent or prohibit members of the general traveling public having lawful reasons therefor from traveling across and upon the streets or roadways of Fork Landing Farms. Failure of the Declarant or the Association to enforce any of the aforesaid covenants shall not be construed to constitute a waiver of enforcement of any subsequent violations.

- 34. After the powers of the Declarant are transferred by written document to the Association, the covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of Fork Landing Farms and each lot therein may be waived, abandoned, terminated, modified, altered or changed as to the whole of said tract or any portion thereof with the written consent of the owners of seventy-five percent (75%) of

the lots contained in Fork Landing Farms. No such waiver, abandonment, termination, modification or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the Office of the Recorder of Deeds, in and for Sussex County, State of Delaware. The consent of any mortgagee holding an interest in property with Fork Landing Farms shall not be necessary to waive, abandon, terminate, modify, alter or change any of the covenants, agreements, conditions, reservations, restrictions or charge created by this Declaration of Restrictions provided the interests of such mortgagees are not materially and adversely affected thereby.

35. The purchaser of any lot in Fork Landing Farms by the acceptance of a deed to said lot acknowledge that they have been advised that this property is located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future involve noise, dust, manure and other odors, the use of agricultural chemicals, and nighttime fanning operations. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.
36. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall apply to, run with and bind only the lands identified on Exhibit "A" attached hereto and in no event shall the same be construed to apply to or in any manner bind or affect any lands not identified therein, whether such lands are contiguous thereto or otherwise, and no owner of any lot or lots subject to these restrictions shall have any right or easements 'Whether in law, equity or otherwise, in and to any lands not identified on Exhibit "A" attached hereto, and law, custom or usage to the contrary notwithstanding.
37. Exhibit "A" attached hereto includes: (a) a parcel list for the subdivision; (b) the legal description of the subdivision; and (c) a copy of the Amended Record Plan.
38. Exhibit "B" attached hereto contains the record of voting by the owners of record within Fork Landing Farms regarding the proposed Revisions to the 2011 Declaration of Restrictions, as amended.



**EXHIBIT A**

Fork Landing Farm – PARCEL LIST								
District	Map	Parcel	Lot#		District	Map	Parcel	Lot#
330	7.18	26	Pump		330	7.18	82	40
330	7.18	27	Common		330	7.18	83	41
330	7.18	43	1		330	7.18	84	42
330	7.18	44	2		330	7.18	85	43
330	7.18	45	3		330	7.18	86 & 87	44
330	7.18	46	4		330	7.18	88 & 89	46
330	7.18	47	5		330	7.18	90 & 91	48
330	7.18	48	6		330	7.18	92 & 93	50
330	7.18	49	7		330	7.18	94 & 95	52
330	7.18	50	8		330	7.18	96	54
330	7.18	51	9		330	7.18	97	55
330	7.18	52	10		330	7.18	98	56
330	7.18	53	11		330	7.18	99	57
330	7.18	54	12		330	7.18	100 & 101	58
330	7.18	55	13		330	7.18	102 & 103	60
330	7.18	56	14		330	7.18	104 & 105	62
330	7.18	57	15		330	7.18	106 & 107	64
330	7.18	58	16		330	7.18	108 & 109	66
330	7.18	59	17		330	7.18	110	68
330	7.18	60	18		330	7.18	111	69
330	7.18	61	19		330	7.18	112	70
330	7.18	62	20		330	7.18	113	71
330	7.18	63	21		330	7.18	114 & 115	72
330	7.18	64	22		330	7.18	116 & 117	74
330	7.18	65	23		330	7.18	118 & 119	76
330	7.18	66	24					
330	7.18	67	25					
330	7.18	68	26					
330	7.18	69	27					
330	7.18	70	28					
330	7.18	71	29					
330	7.18	72	30					
330	7.18	73	31					
330	7.18	74	32					
330	7.18	75	33					
330	7.18	76	34					
330	7.18	77	35					
330	7.18	78	36					
330	7.18	79	37					
330	7.18	80	38					
330	7.18	81	39					

## Exhibit A

### Tract One:

All that certain piece, parcel and tract of land situate on the East side of public road leading from the Town of Milford to Cedar Beach, in the County of Sussex and State of Delaware, as described according to a plot plan prepared by Charles D. Murphy Associates, Inc., Land Surveyors, dated August 18, 2005, and being more particularly described as follows, to wit:

Beginning on the Easterly right of way line of State Route 26, a corner for these lands and lands now or formerly of Ilse Rumpstich; thence with a curve to the left, having a length of 137.61 feet, a radius of 252.02 feet, North 42 degrees 28 minutes 50 seconds East to a fence post located on the Easterly right of way line of State Route 36, a corner for these lands and lands now or formerly of Fork Landing Farms, L.L.C.; thence by and with the line of lands of Fork Landing Farms, L.L.C., North 65 degrees 59 minutes 57 seconds West 1054.23 feet to a point located along the low water line of Deep Branch; thence turning and running by and with the low water line of Deep Branch the following 11 courses and distances: (1) South 53 degrees 04 minutes 07 seconds West 61.83 feet; (2) South 43 degrees 08 minutes 56 seconds West 66.22 feet; (3) South 20 degrees 02 minutes 21 seconds West 34.35 feet; (4) South 13 degrees 42 minutes 10 seconds East 25.12 feet; (5) South 04 degrees 09 minutes 47 seconds West 60.15 feet; (6) South 20 degrees 57 minutes 10 seconds East 95.09 feet; (7) South 60 degrees 58 minutes 48 seconds East 30.34 feet; (8) South 34 degrees 57 minutes 08 seconds East 64.59 feet; (9) South 37 degrees 09 minutes 26 seconds East 33.40 feet; (10) South 11 degrees 22 minutes 55 seconds West 108.90 feet; (11) South 27 degrees 50 minutes 31 seconds West 56.69 feet to a point and Union Cemetery; thence turning and running by and with the line of lands of Union Cemetery, North 63 degrees 76 minutes 35 seconds West 1170.61 feet to a point and lands now or formerly of Alan J. & Linda M. Mitchell; thence turning and running by and with the line of lands now or formerly of Alan J. & Linda W. Mitchell, John L. Allen et ux, and Ilse Rumpstich, North 04 degrees 32 minutes 43 seconds West 17.01 feet to a found re-bar; thence continuing North 04 degrees 32 minutes 43 seconds West 109.13 feet to a found concrete monument; thence North 03 degrees 15 minutes 27 seconds West 132.95 feet to a point located on the Easterly right of way line of State Route 36, the point and place of beginning, containing 12.1894 acres of land, be the same more or less.

### Tract Two:

All that certain piece, parcel and tract of land situate in Cedar Creek Hundred, Sussex County and State of Delaware, lying and being on the east side of the public road leading from Milford to Cedar Beach, adjoining lands now or formerly of Elizabeth Stuart, lands now or formerly of Hattie J. Prettyman and lands of others. Containing ten (10) acres of land, be the same more or less.

Both tracts also being described as all those certain lots, pieces and parcels of land situate on the East side of public road leading from the Town of Milford to Cedar Beach, in the City of Milford, Sussex County, State of Delaware, and as being more particularly described according to a plot of Fork Landing Farm, L.L.C., as prepared by Axiom Engineering, L.L.C., dated August 18, 2006 and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Plot Book 117 page 157, as revised by a plot prepared by Axiom Engineering, L.L.C., dated November 25, 2015 and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Plot Book 222, page 84.
















# EXHIBIT B

## Revisions to the Declaration of Restrictions Applicable to Fork Landing Farms

The person signing below attest that they are an owner to the Lot and Address described below and all other owners to that Lot, if any, have designated them to represent the Lot for purposing of approving or not approving the Revisions to the Declaration and have received a copy of the Revised Declaration dated November 11, 2022.

Street Address	Lot #	Print Name	Signature	Yes /No	Date
19602 Drummond	8	Kathleen Hennings		Yes	11/16/2022
5606 CAMBERLY DR	30	MICHAEL McLAREN		YES	11-20-2022
5613 CAMBERLY DR.	41	ROSEMARIE BRENNAN		YES	11/20/2022
19593 Drummond	26	Brian Baer		Yes	11/20/2022
19642 Drummond	64	SHERI Doyle		Yes	11/20/2022
19605 Drummond Dr	28	HODA VILLAFOR		YES	11/24/2022
19625 Drummond Dr	43	Blak Wynne		YES	11/28/22
19627 DRUMMOND DR	44	LUNAL CHRIS-SAMARCO		YES	11/29/2022
19634 Drummond Dr.	66	Rebecca Taylor		Yes	11-30-22
19585 DRUMMOND DR	23	S. J. LEGIER		YES	12-2-22
19631 DRUMMOND DR	45	Kathleen H. Quinn		YES	12/2/22

## Revisions to the Declaration of Restrictions Applicable to Fork Landing Farms

The person signing below attest that they are an owner to the Lot and Address described below and all other owners to that Lot, if any, have designated them to represent the Lot for purposing of approving or not approving the Revisions to the Declaration and have received a copy of the Revised Declaration dated November 11, 2022.

Street Address	Lot #	Print Name	Signature	Yes /No	Date
19603 DRUMMOND DR MILFORD, DE 19963	29	CARL BUCZEK	Carl F. Buczek	YES	11/18/2022
19608 DRUMMOND DR MILFORD, DE	5	REGINA BUCKLEY	Regina Buckley	Yes	11/18/22
19619 Drummond Dr Milford DE	42	Deonda Frazier	Deonda Frazier	Yes	11/18/22
19576 DRUMMOND DR MILFORD DE 19963	18	TONY WOOD	Tony Wood	YES	11/20/22
5603 Camberly Drive	37	Molly Chin	Molly Chin	Yes	11/27/22
5600 CAMBERLY DR	33	JAMES GUARDINO NICOLE STELLER	Nicole Steller	YES	11/30/22
5601 CAMBERLY DR	36	JEANINE RONEY	Jeanine Roney	Yes	12/3/22
5604 CAMBERLY DR	31	PATRICK McGLONE HOWARD PFISTER	Howard Pfister	YES	12-2-2022
5605 CAMBERLY DR	38	ROBERT GRAMLING PATRICIA GRAMLING	Patricia Gramling	Yes	11/30/22
5607 CAMBERLY DR	39	MICHAEL DUNCAN KAREN DUNCAN	Michael Duncan	Yes	12/02/22
19550 DRUMMOND DR	60	GASTON LEX FORSYTHE SERGIO F FORSYTHE	SENT E-MAIL	NO	12/31/2022

## Revisions to the Declaration of Restrictions Applicable to Fork Landing Farms

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Street Address	Lot #	Print Name	Signature	Yes /No	Date
19596 Drummond	9	Melissa Ramey	Melissa Ramey	Yes	11/20/22
5602 CAMBERLY DRIVE	32	ROBERT WHITE	Robert White	YES	11.20.22
19586 DRUMMOND	14	Sharon Stolin	Sharon Stolin	yes	11/29/22
19592 Drum	11	John Ferrell	John Ferrell	yes	11/29/22
19572 Drummond	20	Margaret Miller	M. Miller	yes	11/30/22
19582 Drummond	16	Jonathan Derryberry	Jonathan Derryberry	yes	11/30/2022
19584 Drummond	15	Jo Ann Rodgers	Jo Ann Rodgers	NO	12/1/2022
19635 Drummond	48	ANGELA ATKINSON	Angela Atkinson	yes	12/4/2022
8604 KNOTTS COURT	3	TIMOTHY P. LONG	Timothy P. Long SIGNED VIA EMAIL	YES	12/11/2022



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Street Address	Lot #	Print Name	Signature	Yes /No	Date
19604 Drummonds	7	ADRIAN HUNNINGES	<i>Adrian Hunnings</i>	YES	11-15-2022
19573 Drummonds Dr	34	TIMOTHY BROWD	<i>TABrow</i>	YES	15 Nov 2022
<del>19968</del> 5608 CAMBERLY	29	MICHAEL GILES	<i>Michael Giles</i>	YES	11/16/2022
19580 DRUMMOND	17	WILLIAM ROCHE	<i>W. Roche</i>	YES	11-16-2022
19606 Drummond	6	Dan Masten	<i>Dan Masten</i>	YES	11/20/22
5609 Camberly Dr	40	Brenda Simmons	<i>Brenda Simmons</i>	yes	11/20/22
8806 Knotts Ct	2	Dave & Dawn Stone	<i>Dawn Stone</i>	YES	11/29/22
19630 Drummonds Dr	70	MARGARETH FURBANC	<i>Margareth Furban</i>	YES	11/29/22
19079 Drummond Dr.	71	MARY TWEDDIE	<i>Mary Tweddle</i>	YES	11/29/22
8668 Knotts Ct	1	charles shirron	<i>Charles Shirron</i>	YES	11/30/2022
19626 Drummond Dr	73	Bryanna Dahl	<i>Bird</i>	yes	12/4/2022

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Street Address	Lot #	Print Name	Signature	Yes /No	Date
19594 Drummond Dr.	10	Janice Inwald	Janice M. Inwald	Yes	11/20/22
19590 Drummond Dr.	12	Nick Leonard	<i>[Signature]</i>	Yes	11/20/22
19610 Drummond Dr.	4	Jacalyn Griffin	Jacalyn Griffin	Yes	11/20/22
19570 Drummond Dr.	21	Africk Dzime	<i>[Signature]</i>	Yes	11/23/22
19639 Drummond Dr.	50	KURT BOEGE	<i>[Signature]</i>	Yes	11/23/22
2607 Knotts Court	76	Katherine Clark	Katherine Clark	Yes	11-26-22
19587 Drummond Dr.	24	Harry Cochran	Harry Cochran	Yes	11/29/22
19591 Drummond Dr.	25	Marciana Esteves	<i>[Signature]</i>	yes	12/01/22
19583 Drummond Dr.	22	Glenn Boyden	<i>[Signature]</i>	YES	12/31/22

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Street Address	Lot #	Print Name	Signature	Yes /No	Date
19644 Drummond	62	ROSAO RIZZO	<i>Rosario Rizzo</i>	Yes	11/20/22
19622 Drummond	74	JEFFREY MATHEWS	<i>Jeff Math</i>	Yes	11/20/22
19588 Drummond	13	Jean Bidefeldt	<i>Jean Bidefeldt</i>	Yes	11/20/22
19638 Drummond	65	A LONGO	<i>A Longo</i>	NO	11/30/22
19560 Drummond	55	Daniel Hensel	<i>Daniel Hensel</i>	Yes	11/30/22
19558 Drummond	56	VICTORIAN MATHEWS	<i>Victorian Mathews</i>	NO/YES	12/2/22
19574 Drummond	19	MERUYA BELFAST	<i>Mary-Belfast</i>	Yes	12-12/22