

DECLARATION OF CONDOMINIUM

THIS is a Declaration made this 6th day of November, A.D. 1987, by Persimmon Park Place, L.P., a Delaware Limited Partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of a certain tract, piece and parcel of land, containing in its entirety 91.0685 acres, said acreage being comprised of a parcel of land known as Parcel A containing 41.7713 acres granted and conveyed to Declarant by Pleasanton Park, Inc., a corporation of the State of Delaware by Deed dated May 14, 1986 and recorded on May 16, 1986 in the Recorder of Deeds Office in Kent County, Delaware in Deed Record B, Volume 42, Page 10, and further comprised of a parcel of land known as Parcel B containing 49.2972 acres conveyed to Declarant by Deed of Jefferic Enterprises, Inc., a Delaware corporation dated May 14, 1986 and recorded on May 16, 1986 in the Recorder of Deeds Office in Kent County, Delaware in Deed Record B, Volume 42, Page 13; and

WHEREAS, Declarant intends to develop a single family manufactured home housing development wherein and whereby homeowners will be afforded the opportunity of purchasing a lot and a manufactured home permanently affixed thereto in fee simple; and

WHEREAS, in addition to and contemporaneously with the purchase by each owner of a lot and a manufactured home permanently affixed thereto each owner will purchase a numbered Condominium Unit Compartment the number of which unit compartment to be the exact same by number and Phase as will be the lot number and Phase on which the manufactured home shall be affixed to the lot being purchased by the owner; and

WHEREAS, the Condominium Unit Compartment being purchased is an improvement and shall by this Declaration of Condominium be committed to the Unit Property Act of the State of Delaware; and

WHEREAS, in addition to the numbered Condominium Unit compartment each owner of a lot and manufactured home shall also purchase and acquire with purchase of the numbered Condominium Unit Compartment an undivided interest in certain common elements hereinafter described and defined; and

WHEREAS, both at the time of the initial purchase of the Condominium Unit Compartment and the common elements appertaining thereto and of the lot with the manufactured home attached thereto and with regard to all future sales or transfers of the land and manufactured home permanently affixed thereto along with the numbered Condominium Unit Compartment and the undivided interest in the common elements appertaining thereto neither may be separated from the other and a conveyance of one shall be deemed to be a conveyance, lease or encumbrance of the other even though such interest is not expressly referred to or described in any deed, lease, mortgage or other instrument so that a conveyance or transfer of a numbered Condominium Unit Compartment and the common elements appertaining thereto shall always be contemporaneous with a conveyance in fee simple outside of the condominium regime of the same numbered lot and Phase; and

WHEREAS, pursuant to Article III, Section 8.14 of the Zoning Ordinance of the City of Dover, Delaware as amended (the subject property being zoned MHP (mobile home park zone) and thus subject to said section) it is required that the entire land area occupied by a mobile home park shall be maintained in single ownership through the entire life of the mobile home park or in multiple ownership under the provisions of the laws of the State of Delaware dealing with unit properties and condominiums subject to the requirement that multiple ownership shall be permitted only in new established parks where application is made for multiple ownership at the time of application to establish the mobile home park; and

WHEREAS, Declarant with regard to the 91.0685 acres of land that it owns and which is zoned MHP did make such application at the time of presentation of their plan to the

Planning Commission of the City of Dover and accordingly are both permitted in law and desirous of selling individual lots and manufactured homes permanently affixed thereto pursuant to the provisions of Article III, Section 8.14(b) of the Zoning Ordinance of the City of Dover, Delaware in that the requirement for submission of the common areas to the Unit Property Act provides protection for proper maintenance and management control over such areas; and

WHEREAS, the Declarant does, pursuant to the Unit Property Act, hereby declare on behalf of itself, its grantees, heirs, successors and assigns, and all persons having or seeking to acquire any interest of any nature whatsoever in said condominium property, as follows:

ARTICLE I

SUBMISSION OF PROPERTY

Section 1.01. Submission of Property

The Declarant hereby submits the Property described in Schedule A attached hereto and as depicted on the Declaration Plan, and owned by the Declarant in fee simple absolute to the provisions of the Unit Property Act in order to create a plan of condominium ownership in such Property. The project consists of the units and the common elements as shown on the Declaration Plan dated August 29, 1986 and revised to October 2, 1987, and recorded in the Office of the Recorder of Deeds, in and for Kent County, Delaware in Plot Book _____, at page _____.

ARTICLE II

NAME OF CONDOMINIUM

Section 2.01. Name of Condominium

The name by which this condominium shall be known is "PERSIMMON PARK PLACE CONDOMINIUM."

ARTICLE III

DEFINITIONS

Section 3.01. Definitions

The terms set forth below shall have the following meanings in the Declaration, unless the context clearly otherwise requires:

A. "Building" The Building is the Bathhouse Building depicted on Sheet 5-1 of the Declaration Plan as the same may from time to time be amended which is intended for use as a condominium unit compartment and as a Manager's Office and accessory to the swimming pool.

B. "Code of Regulations" means those governing regulations contained in the Code of Regulations for the PERSIMMON PARK PLACE CONDOMINIUM, bearing even date herewith and recorded herewith in the Office of the Recorder of Deeds, at Dover, Kent County, Delaware, and such other governing regulations as may be adopted from time to time pursuant thereto or to the Unit Property Act for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time.

C. "Common Elements" means all the parts of the Property other than the units as depicted on the Declaration Plan and as more fully described in Section 4.05 hereof.

D. "Common Expenses" are as defined in the Unit Property Act and include:

(1) All sums lawfully assessed against the Unit Owners by the Council or agreed upon as Common Expenses by the Unit Owners pursuant to the Declaration and Code of Regulations;

(2) Expenses of administration, operation, maintenance, repair, and replacement of the Common Elements and common recreational facilities, including repair and replacement reserves as may be established;

(3) Expenses declared Common Expenses by the provisions of the Unit Property Act or by this Declaration or the Code of Regulations;

(4) Any premiums for insurance policies required to be purchased by the Council pursuant to this Declaration or the Code of Regulations;

(5) All valid charges against the condominium as a whole.

E. "Common Surplus" means the excess of all receipts of the Council, including but not limited to Assessments, over the amount of Common Expenses.

F. "Condominium Documents" means this Declaration as amended from time to time, the schedules attached hereto, the Declaration Plan as amended from time to time, the Code of Regulations, as amended from time to time, Rules and Regulations, as amended from time to time, adopted by the Council, agreements for the sale of a unit, Unit deeds and any other document required to be prepared and/or executed by or on behalf of the Declarant.

G. "Council" means the board of individuals who shall manage the business, operation and affairs of the Property on behalf of the Owners in accordance with this Declaration and the Code of Regulations and the Unit Property Act of the State of Delaware. PERSIMMON PARK PLACE CONDOMINIUM COUNCIL, INC. shall be incorporated as a Non-Profit Corporation under Delaware law and shall as the "Council" manage the property both initially while under the control of Declarant and later while under the control of the individual unit owners. The "Council" shall also be responsible for managing the numbered lots and manufactured homes and other improvements affixed thereto by virtue of authority conferred in its corporate charter, by this Declaration and by a separate Declaration of Restrictions and Covenants binding the numbered lots and all improvements thereon and to be recorded in the Recorder of Deeds Office in Kent County, Delaware.

H. "Declarant Control Period" means the period prior to the earlier of (1) the date falling four months after Declarant shall have sold 75% or more of the total number of units, lots

and manufactured homes, including all expandable Phases, or (2) October 1, 1992.

I. "Declaration Plan" means the survey plan of the Property being contemporaneously recorded with this Declaration and the Code of Regulations in the Recorder of Deeds Office in and for Kent County, Delaware, including amendments which may be made from time to time as permitted by the Unit Property Act and this Declaration. In the event of any one or more amendments to the Declaration Plan, thereafter, all references to the Declaration Plan (unless otherwise specifically designated) shall mean the Declaration Plan as amended to the date of such reference.

J. "Land" means the area depicted on the Declaration Plan (Sheet 5-1) as "central building and facility area" together with all private roads shown on Sheet No. 1 of the Declaration Plan.

K. "Lot and Manufactured Home" means each individual lot as depicted on the Declaration Plan to be improved by one manufactured home per lot. Each lot and manufactured home are not part of the condominium regime, however each condominium unit (Condominium Unit Compartment) shall at all times be transferred and conveyed contemporaneously with the lot and manufactured home with the purchaser purchasing the lot and manufactured home in fee simple and the Condominium Unit Compartment and the common element interest appertaining thereto also being purchased in fee simple, all to be transferred and conveyed in one deed. The ownership of the lot and the manufactured home and the ownership of the Condominium Unit Compartment may never be separated one from the other and a conveyance or transfer of one by deed is to be deemed a conveyance of the other as further described in Section 4.04.

L. "Property" means and includes the Land and the Building and other improvements 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 Unit Property Act.

M. "Proportionate Interest" means the proportionate undivided interest in the Common Elements expressed as a percentage and as assigned in this Declaration to each Unit and owned by each respective Unit Owner, as tenants in common, not subject to partition.

N. "Rules and Regulations" means those rules and regulations adopted from time to time by the Council that are deemed necessary for the enjoyment of this Condominium. The rules and regulations may not conflict with the Unit Property Act, this Declaration and the Code of Regulations.

O. "Unit" means the part of the Property designed and intended for use as a condominium unit compartment as part of residential use in connection with contemporaneous fee simple ownership of a lot and manufactured home, not a part of the condominium regime. Each unit has a direct exit to a public street or way or to a common element or elements leading to a public street or way or to an easement or right of way and includes the proportionate interest which is assigned thereto in this Declaration. The term Unit herein is also sometimes referred to as a "Condominium Unit Compartment" and is further defined in Section 4.03 hereof.

P. "Unit Owner" means the person or persons owning a Unit, whether a natural individual, corporation, partnership, association, trustee or other legal entity. Should the Council hold title to a Unit pursuant to this Declaration or the Code of Regulations or the Delaware Unit Property Act, the Council shall be deemed to be the Unit Owner subject to any other provision of this Declaration or the Code relating to the ownership of Units by the Council. The Declarant is the Unit Owner of all unsold Units.

Q. "Unit Property Act" means Title 25, Chapter 22 of the Delaware Code as amended from time to time.

R. "Manager" shall mean such person or firm as may be designated by the Council to manage the affairs of the Property.

S. "Mortgagee" means the holder of a first mortgage ("Mortgage") encumbering the land and/or a Unit, the undivided interest in the common elements and a numbered lot and manufactured home.

T. "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds, at Dover, Kent County, Delaware.

U. "Phase One" means the Property described in Schedule A less any exceptions therein stated and all improvements and recreational amenities to become common elements, said phase comprising 100 Condominium Unit Compartments numbered 1 through 100 and the proportionate undivided interest in the common elements assigned thereto which compositely shall comprise and shall constitute the property of a viable condominium under the Unit Property Act. Phase One includes as common elements certain areas set aside for, private roads, utilities, a swimming pool, bathhouse, two tennis courts and a playground and picnic area all as depicted on the Declaration plan.

V. "Phase Two" means the Property described in Schedule B less any exceptions therein stated and all improvements and recreational amenities to become common elements, said Phase comprising 99 Condominium Unit Compartments numbered 101 through 199 and the proportionate undivided interest in the common elements assigned thereto which compositely shall comprise, if constructed and brought into this condominium regime a part of the PERSIMMON PARK PLACE CONDOMINIUM.

W. "Phase Three" means the Property described in Schedule C less any exceptions therein stated and all improvements and recreational amenities to become common elements, said Phase comprising 100 Condominium Unit Compartments numbered 200 through 299 and the proportionate undivided interest in the common elements assigned thereto which compositely shall comprise, if constructed and brought into this condominium regime a part of the PERSIMMON PARK PLACE CONDOMINIUM.

X. "Phase Four" means the Property described in Schedule D less any exceptions therein stated and all improvements and recreational amenities to become common elements, said Phase comprising 105 Condominium Unit Compartments numbered 300 through 404 and the proportionate undivided interest in the common elements assigned thereto which compositely shall comprise, if constructed and brought into this condominium regime a part of the PERSIMMON PARK PLACE CONDOMINIUM.

Y. "Phase Five" means the Property described in Schedule E less any exceptions therein stated and all improvements and recreational amenities to become common elements, said Phase comprising 101 Condominium Unit Compartments numbered 405 through 505 and the proportionate undivided interest in the common elements assigned thereto which compositely shall comprise, if constructed and brought into this condominium regime a part of the PERSIMMON PARK PLACE CONDOMINIUM.

Z. "Phase Six" means the Property described in Schedule F less any exceptions therein stated and all improvements and recreational amenities to become common elements, said Phase comprising 206 Condominium Unit Compartments numbered 506 through 711 and the proportionate undivided interest in the common elements assigned thereto which compositely shall comprise, if constructed and brought into this condominium regime a part of the PERSIMMON PARK PLACE CONDOMINIUM.

All terms defined in the Unit Property Act and not otherwise defined herein are to be defined as set forth in said Act.

Section 3.02. Rules of Construction

(a) All references in this Declaration to designated "Articles," "Sections," and other subdivisions within the Declaration are to the designated articles, sections and other subdivisions of this Declaration as originally executed.

(b) Article and Section headings appearing herein are inserted for convenience only and do not purport to and shall not be deemed to define, limit or extend the scope of the respective Articles and Sections to which they pertain.

(c) The words "herein," "hereof," and "hereunder," and other words of similar import refer to the Declaration as a whole and not to any particular article, section or subdivision unless the context indicates otherwise.

(d) Words of the neuter gender shall be deemed and construed to include correlative words of the feminine and masculine gender.

(e) Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

(f) This Declaration is set forth to comply with the requirements of the Delaware Unit Property Act and all amendments thereto, and in the event of any conflict between this Declaration and the provisions of the Delaware Unit Property Act, the provision of such Act shall control. Wherever the term Unit Property Act is utilized it shall refer to and mean the Delaware Unit Property Act.

ARTICLE IV

DESCRIPTIONS

Section 4.01. Description of Land

The land which is submitted to the condominium form of ownership under the Unit Property Act by this Declaration is that certain parcel of land depicted on the Declaration Plan and lying and being in the City of Dover, Kent County, Delaware, more particularly described in Schedule A, incorporated herein and made a part hereof.

Section 4.02. Description of Property

The Property shall include the Land, and all improvements thereto, which are intended to be submitted to the provisions of the Unit Property Act by this Declaration and shall consist, as aforesaid of Units and Common Elements as shown on the Declaration Plan and all easements, rights and appurtenances belonging thereto.

Section 4.03. Description of Units

Each Unit or Condominium Unit Compartment as depicted on the Declaration Plan consists of a numbered compartment whose interior dimensions are 5" high, 3½" wide and 16" in depth and whose exterior dimensions are 5-3/16" high by 3-7/8" wide and having a depth of 16-1/2" and which are situate in the project managers office of the bathhouse which is part of the common elements be submitted to the condominium regime as part of Phase I. A number slot appears on the front of each unit and each unit contains a lock and two keys. The term unit or Condominium Unit Compartment also includes the proportionate undivided interest in the common elements assigned thereto. Each unit may not be separated from and is inseparable from its corresponding lot number and any improvements situate thereon and any transfer of a unit may only be made in connection with a contemporaneous transfer of the same numbered lot and improvements thereon although said lots and any improvements thereon are not part of the condominium regime and when either the unit or the lot and improvements bearing the same specific number are conveyed, leased or encumbered, both the unit and the lot and improvements are deemed to be conveyed, leased or encumbered even though not expressly referred to or described in any instrument of conveyance. A form of deed granting and conveying both the unit and the same numbered lot and improvements is attached as Schedule J to the Declaration and incorporated herein by reference.

Section 4.04. Description of Lot and Manufactured Home

The lots which are to be acquired contemporaneously with the units or Condominium Unit Compartments and which will be improved by a manufactured home permanently affixed thereto are not part of the condominium regime, but shall be conveyed and transferred contemporaneously with the Condominium Unit Compartments. The lots are as depicted in the Declaration Plan and none are smaller than 5,000 square feet. The lots are sometimes referred to as "numbered lots" within the text of this Declaration.

Section 4.05. Description of Common Elements

Except as otherwise provided in this Declaration or in the Declaration Plan, the Common Elements shall consist of all portions of the Property except the units. Without limiting the generality of the foregoing, the Common Elements shall include:

- A. The Land.
- B. The Building except the portions of the Building comprising the Condominium Unit Compartments.
- C. All Common parking areas, all paved roads, all common landscaping, fences, all street signs and other signs.
- D. The sanitary sewer lines and water lines up to the point of connection of such lines to the sewer and water lines or meters appurtenant to a lot together with all elements appurtenant thereto.
- E. Portions of the land and buildings used exclusively for the management operations or maintenance of the common elements.
- F. All utility lines over, on or under the land from the main utility distribution lines to the connection of said lines with the line servicing the individual lots.
- G. All apparatus and installations existing for common use.
- H. Such facilities as are designated as common elements on the Declaration Plan, which is incorporated herein by reference including but not limited to the pool and accessory equipment, bathhouse, two tennis courts, playground equipment, and play area.

ARTICLE V

Section 5.01. Easements Appurtenant to the Property

Subject to the reservations hereinafter contained in this section the Declarant does hereby establish and create for the benefit of the Property, and does hereby give, grant and convey to each unit owner the following easements, licenses, rights and privileges:

(a) Right of way of ingress and egress by vehicle or on foot, in, to, upon, over and under all roadways shown on the Declaration Plan, for all purposes for which roadways are commonly used, which right of way shall be used in common with Declarant.

(b) Rights to connect with and make use of underground utility lines, above ground utility lines (if any), pipes, conduits, sewer, water lines, and drainage lines which may, from time to time be in, along or under the said roadways or elsewhere.

(c) Provided, however, the Declarant does hereby specifically reserve the right to establish and create for the benefit of any other owners of units of the PERSIMMON PARK PLACE CONDOMINIUM such easements, licenses, rights and privileges in, to, upon, over and under the aforesaid areas encumbered by the aforesaid easements granted hereunder.

(d) The aforesaid easements, licenses, rights and privileges shall be subject to the terms and conditions of this Declaration.

(e) The easements, licenses, rights and privileges established, created and granted in this section shall be for the benefit of the unit owners and their invitees, but the same is not intended, nor shall it be construed, as creating any rights in or for the benefit of the general public.

(f) The aforesaid easements, licenses, rights and privileges established, created and granted by this section of the Declaration shall be perpetual and run with the property, the units and the common elements.

Section 5.02. Easement in Favor of Council

The Council, its duly designated agents, including any Manager, shall have the right of reasonable access to each Unit and the common elements appertaining thereto to maintain, repair or replace any utility lines or other common elements and all such facilities which the Council has the duty to maintain. Entrance into any unit or common elements for inspection and for repairs under the circumstances which any

member of the Council, in good faith, regards as an emergency threatening damage to other units or the common elements or injury to any person may be rightfully accomplished by or under the authorization of any council member without the necessity of a meeting or a vote of council members and the costs of repairs necessitated by any such emergency or forceful entry shall be a common expense.

Section 5.03. Easements Burdening Units and the Common Elements

Each unit and the interest in the common elements conveyed therewith shall be subject to, burdened with, and where applicable benefit from, the following easements:

(a) Ingress and egress through all common elements by persons lawfully using or entitled to the same;

(b) Utility easements, including but not limited to, conduits, ducts, piping, wiring and other facilities providing utility services to the units and common elements.

(c) Those easements created by the Unit Property Act, including that easement set forth in Section 2215 thereof relating to easements for work.

(d) Such easements or rights of way as are necessary to be created for proper telephone service, water service, gas service, electric service, cable TV and other utilities whether created prior to or subsequent to the recording of this Declaration or for the maintenance and repair of such utilities once constructed.

(e) Any and all other easements, licenses, rights and privileges, heretofore, presently or hereafter granted by the Declarant to the Owners of any Unit in the PERSIMMON PARK PLACE CONDOMINIUM.

Section 5.04. Reservation of Easement by Declarant

The Declarant reserves for itself, its successors and assigns and any person or persons or business entity or entities it may designate, the right of ingress and egress over, upon and across the common elements and the right to store materials thereon, and make such other use thereof as may be reasonably necessary incident to construction, development,

sale and operation of the Property as well as of other expandable phases of the PERSIMMON PARK PLACE CONDOMINIUM. Declarant shall not exercise such rights in a manner that will unreasonably interfere with the use of the Property by the owners and shall repair any and all damages to any property caused by such use. Declarant intends to execute and deliver to itself in proper form for recording a construction easement permitting Declarant and its successors and assigns the right to complete all construction in all expansion phases.

Section 5.05. Encroachments

In the event the units or common elements or any part of them shall be partially or totally destroyed as a result of fire, flood, storm damage, or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachments of any unit or parts of the common elements upon any lot or upon any portion of the common elements due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist.

Section 5.06. Utility Easements

Declarant intends to grant utility easements either in writing and separately recorded or by recordation of the Declaration Plan for inter alia, gas service, electric service, water and sanitary sewage, storm drainage, telephone, cable T.V. and other necessary services for purposes of compliance with all regulatory requirements. When and as required by such easements the PERSIMMON PARK PLACE CONDOMINIUM COUNCIL, INC. shall maintain said facilities after initial construction, otherwise such utility easements to be maintained by the utility receiving such Grant of Easement.

ARTICLE IV

OWNERSHIP

Section 6.01. Interest in Common Elements

Pursuant to the provisions of Sections 2205 and 2219 of the Unit Property Act, the proportionate undivided interest of all common elements expressed as a percentage assigned to each

unit in Phase I for all purposes, including the purpose of determining the percentage share of each unit of ownership in the common elements and in the common expenses, regardless of restrictions placed upon the use thereof, the aggregate percentage of the undivided interest of all units being one hundred percent (100%) is as follows:

<u>Unit No.</u>	<u>% of Ownership Of Common Elements</u>
1	1.0
2	1.0
3	1.0
4	1.0
5	1.0
6	1.0
7	1.0
8	1.0
9	1.0
10	1.0
11	1.0
12	1.0
13	1.0
14	1.0
15	1.0
16	1.0
17	1.0
18	1.0
19	1.0
20	1.0
21	1.0
22	1.0
23	1.0
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32	1.0
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85	1.0
86	1.0
87	1.0
88	1.0
89	1.0
90	1.0
91	1.0
92	1.0
93	1.0
94	1.0
95	1.0
96	1.0
97	1.0
98	1.0
99	1.0
100	1.0

Section 6.02. Plan of Ownership

A plan of ownership is hereby constituted under and subject to the provisions of the Unit Property Act, as amended, so that the various units may be capable of independent use by virtue of each unit having its own entrance and exit from, to, and through the common elements of the property, easements of ingress and egress appurtenant thereto with each unit owner having an exclusive and particular right, title and interest in, and to its respective Unit and, in addition, the undivided interest in the common elements appurtenant thereto, as specified in Section 6.01 all pursuant to the Unit Property Act.

Section 6.03. - Change in Percentage of Ownership in Common Elements

Notwithstanding the provisions of Section 6.01 of this Declaration, the proportionate undivided interest in any common element owned by a unit owner may be altered or changed by the recording of an amendment to this Declaration, duly executed by all unit owners affected by such changes, pursuant to Sections 2205 and 2219(6) of the Unit Property Act or by implementation of one or more of the expandable condominium phases of PERSIMMON PARK PLACE CONDOMINIUM.

Section 6.04 Restrictions Specifically Applicable to Ownership Interest in Common Elements

The ownership interest in the common elements shall remain undivided, and no unit owner shall bring any action for partition or division except as provided by Section 2239 of the Unit Property Act relating to repair or reconstruction work after damage. The undivided interest in the common elements shall not be separated from the unit to which it pertains and shall be deemed conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument, as provided in Section 2205 of the Unit Property Act and further provided that the Condominium Unit Compartment and common elements appertaining thereto cannot be separated from the lot and manufactured home bearing the same number and Phase as spelled out in Section 4.03 of this Declaration.

ARTICLE VII

EXPANDABLE CONDOMINIUM

Section 7.01 Plan for Expandable Condominium

This Phase I of the condominium known as PERSIMMON PARK PLACE CONDOMINIUM shall consist of one hundred units. The units in Phase I have been located in substantial conformity with the Declaration Plan prepared by Community Design and Development Engineers of Clearwater, Florida dated August 29, 1986 and revised to October 2, 1987. The initial percentage of ownership of common elements and the percentage of voting rights and common expenses of each individual unit owner are

shown on Schedule G which is attached hereto and incorporated herein by reference. The ultimate percentage of ownership of common elements and the percentage of voting rights, and common expenses of each individual unit owner are shown on Schedule H which is attached hereto and incorporated herein by reference. The proposed units depicted on the Declaration Plan for future phases if constructed and made a part of this condominium regime will be located in substantial conformity to the Declaration Plan, provided however, that the developer, PERSIMMON PARK PLACE, L.P., in order to effect minor changes in the location of the units for the purpose of improving common areas, and to harmonize the property may make minor changes in the location provided that the Declaration Plan shall not be substantially changed and no interest in any unit or common element shall be changed except as provided herein.

Pursuant to the provisions of the Delaware Unit Property Act and subject to the limitations and requirements therein and herein set forth, PERSIMMON PARK PLACE, L.P., its successors and assigns, as developer shall have the absolute right to be exercised prior to the 1st day of July, 1997, to annex to the land and the improvements constituting the condominium property of PERSIMMON PARK PLACE CONDOMINIUM, as the same are described and identified by legal description on Schedule A annexed hereto, and thereby to submit to each and every of the provisions of this Declaration, the Code of Regulations and the Unit Property Act, the units described in Schedules B, C, D, E, and F which are attached hereto and incorporated herein by reference and which units are currently not submitted to the Unit Property Act and which units are delineated on the Declaration Plan, together with any improvements to be hereinafter constructed so that said units and improvements would become an integrated part of the PERSIMMON PARK PLACE CONDOMINIUM. Any such expansion or annexation shall be accomplished by the recordation among the land records in and for Kent County, Delaware of an amendment to this Declaration consisting of an amendment to Schedule A of this Declaration

and an amendment to Schedule G of this Declaration. It shall be sufficient to describe and identify the Unit in any expansion or annexation pursuant to this Article by identifying, describing and designating said Unit by the unit numbers of the units proposed to be built as the same are identified on Schedule H herein and delineated on the Declaration Plan.

Upon each expansion into a new phase and annexation of units under this Article into the property of the PERSIMMON PARK PLACE CONDOMINIUM, Schedule A shall be amended to show the new units by unit number designation as part of the units included in the property of PERSIMMON PARK PLACE CONDOMINIUM. Such expansion and annexation of units and improvements shall occur prior to the conveyance of any unit in said phase.

The taxes prior to sale of units and any other burdens of ownership of the lands proposed for annexation identified on Schedule H herein of this Declaration shall be at the sole expense of the Declarant and any necessary amendments to the Declaration, any of the schedules annexed to the Declaration and the Declaration Plan under this paragraph shall be at the sole expense of the Declarant, its successors and assigns.

On the recordation of an amendment to this Declaration for the purpose of annexing to this condominium any of the units and improvements described on Schedules B,C,D,E, and F attached hereto, then the unit described on such amended Schedule A and on such amended Schedule G as owned by each unit owner, shall by operation of law, have the undivided percentage interest in the common elements, common expenses, and common profits and shall have the number of votes, set forth on amended Schedule G which are designated at this time on Schedule H attached hereto and made a part hereof by this reference and upon the recordation of such amendments, the percentage interests and voting rights shall be reallocated as set forth on Schedule H and as amended on Schedule G. Any deed for any condominium unit in the initial phase and in all subsequent phases of the PERSIMMON PARK PLACE CONDOMINIUM Regime shall be delivered

subject to a conditional limitation that the percentage interest appurtenant to such condominium unit shall be automatically reallocated pro tanto on the recordation of such amendments to Schedules A and G.

Whenever in this Declaration or in any of the schedules hereto, reference is made to Schedules "A" and "G", then such reference shall mean and refer to Schedules "A" and "G" as the same may from time to time be amended pursuant to the operation of this Article VII and to the exercise of the rights herein reserved to the Declarant and its successors and assigns.

There is hereby reserved unto PERSIMMON PARK PLACE, L.P., the developer, and its successors and assigns from every unit owner an irrevocable power of attorney coupled with an interest, for the purpose of reallocating the percentage interest and voting rights appurtenant to each of the condominium units in the condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Article VII. Each owner and each mortgagee or mortgagees of a condominium unit in the condominium shall be deemed to have acquiesced in the amendments to the Declaration Plan, if necessary, for the purpose of additional condominium units and common element land areas to the condominium in the manner set forth in this Article, and shall be deemed to have granted unto the said PERSIMMON PARK PLACE, L.P., Declarant, its successors and assigns, 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 Declarant, its successors and assigns, to properly accomplish such amendments. Attached hereto as Schedule "I" and incorporated herein by reference is the form of irrevocable power of attorney coupled with an interest to be executed by each unit purchaser and

recorded in Kent County, Delaware granting the Declarant the right to create an expandable condominium.

The additional improvements shall be no more than six hundred eleven units as shown on the Declaration Plan. Upon any additional land or any portion thereof, Declarant may construct recreational and service amenities for the purpose of serving this condominium and the condominium as expanded by the additional units and common areas and depicted on the Declaration Plan. Any improvements to be placed on the additional land will be compatible with the improvements located within the rest of the condominium and will be of similar quality of construction and materials. The Declarant reserves the rights to create common elements on any additional land brought into the condominium regime.

Section 7.02 Description of Units in Expandable Condominium

Phases II, III, IV, V and VI are described in Schedules B, C, D, E and F and depicted on Sheet 1 of the Declaration Plan. Phase II consists of 99 units. Phase III consists of 100 units. Phase IV consists of 105 units. Phase V consists of 101 units. Phase VI consists of 206 units.

Phases II, III, IV, V and VI are presently intended to be constructed and developed similar to Phase I which is described in Sections 4.02, 4.03, 4.04 and 4.05 hereinabove. Declarant, however, in its sole discretion in order to effectuate changes in the size or marketability of such units as well as the lot and manufactured home to be conveyed along with said unit reserves the absolute right to change design and square footage and locations to accomplish the purposes of increasing marketability, improving views, improving common areas, preserving existing vegetation and ecology.

Section 7.03 Description of Units

The improvements to be constructed on the additional phases shall contain no more than 611 units (Condominium Unit Compartments), 99 units in Phase II, 100 units in Phase III, 105 units in Phase IV, 101 units in Phase V and 206 units in Phase VI and Declarant may construct additional recreational

and service amenities. The units and common elements to be built in the expandable condominium will be compatible with the improvements located within the rest of the condominium and will be of similar quality of construction and materials.

Section 7.04 Interchangeability of Phases

Anything in the Declaration or Schedule H notwithstanding in the event that Declarant elects or that simultaneous construction dictates that the order of expandable phases provided in Schedule H be revised, then Declarant may revise the order in that the basic plan for the condominium and all expandable annexations and additions provide for a percentage of the common element interest formula, without regard to actual cost of unit or actual square footage of unit or size of common element areas.

ARTICLE VIII

TERMINATION OF PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Section 8.01 Percentage of Ownership in Common Elements

Until the additional units in subsequent phases beyond Phase I are constructed and made a part of the condominium regime as hereinbefore provided, the voting rights to the various units and the determination of a percentage share of each unit calculation of the common expense of and rights in the common elements held in common as provided by 25 Del. C. §2219(5) is as stated and shown on Schedule G, annexed hereto.

Section 8.02 Change in Percentage of Ownership in Common Elements, Voting Rights and Expenses or Profits

Notwithstanding the provisions of Section 8.01 of this Declaration, the proportionate undivided interest in any common element by any one or more unit owners may be reduced, altered or changed by the recording of any amendment to this Declaration duly executed by all unit owners, their agents or attorneys, pursuant to 25 Del. C. §2219(6) provided that any such alteration or change in the proportionate voting rights of any unit owner shall be made only in accordance with the provisions of the Delaware Unit Property Act, this Declaration and the Code of Regulations.

Section 8.03 Change in Percentage of Ownership in Common Elements. Voting Rights and Expenses by Expansion and Annexation, and Method of Implementing Any Such Change

Notwithstanding the provisions of Section 8.01 and Section 8.02 of this Article VIII of this Declaration, upon annexation of new Phases into the property of PERSIMMON PARK PLACE CONDOMINIUM as provided for in Article VII of this Declaration, the percentage interests of each owner in the common elements and the voting rights herein elsewhere provided for shall be reallocated as provided for and authorized in said Article VII and in accordance with the formula listed on Article VII and in accordance with the formula listed on Schedule H annexed hereto and made a part hereof. Upon completion of construction of any units in any future phase and upon annexation of land into this condominium as provided for in Article VII, evidence of which shall be the closing of the first unit in a new Phase, all units shall then first thereafter become liable for the condominium charges assessed against like units in the existing condominium upon the initial sale or lease of such unit by Declarant. At the time of completion of construction of such units and immediately before the recording of a deed for a unit in any future phase, developer shall promptly file amended Schedules A and G in accordance with the formula contained in Schedule H, and shall, as needed, amend this Declaration and the Declaration Plan of Record in the Office of the Recorder of Deeds for Kent County, Delaware as provided for in Article VII.

ARTICLE IX

**USE RESTRICTIONS, GENERAL RESTRICTIONS
ENVIRONMENTAL CONTROL COMMITTEE
AND RULES AND REGULATIONS**

Section 9.01 Use Restrictions.

The property of this condominium regime as established by the Declaration, the Declaration Plan, the Code of Regulations and the Delaware Unit Property Act includes the Condominium Unit Compartments and common element areas. In addition to conferring jurisdiction on the Council to manage the condominium property, it is the intent of Declarant to confer and grant to the Council the same jurisdiction over the lots

and manufactured homes that are being transferred and conveyed contemporaneously with the Condominium Unit Compartments and common elements. The legal authority for Council to act as to property not part of the condominium regime (the numbered lots and the manufactured homes affixed thereto) is intended to be conferred both by this Declaration, by separate instrument to be recorded in the Recorder of Deeds office in Kent County, Delaware and binding the numbered lots and manufactured homes owned by Declarant and in the corporate charter of the Council. In accordance with such regulatory plan the units and common elements (and the numbered lots and manufactured homes and all other numbered lots and manufactured homes and all other improvements on said lots) shall be occupied and used as follows:

(a) The units along with the manufactured homes and lots are intended for use only for residential purposes and no unit or lot or manufactured home or any portion thereof may be used for commercial purposes except that the Declarant may use any one or more of the manufactured homes on the numbered lots for such activities as may be reasonably necessary and incident to construction, development, sale and operation of the Property and of other parts of the Development including the lots and manufactured homes.

(b) There shall be no obstruction of the common elements and except in the case of the Condominium Unit Compartment or any designated storage areas nothing shall be stored in the common elements without the prior written consent of the Council.

(c) Nothing shall be done or kept in any unit or on any lot or in any manufactured home or in the common elements which will increase the rate of insurance on said unit or on any common elements or on any lot or any manufactured home or on any adjoining unit without the prior written consent of the Council. No owner shall permit anything to be done or kept in his unit or in the common elements nor on any lot or in any manufactured home which will result in the cancellation of

insurance of his unit, any other unit, any manufactured home or any part of the common elements or which would be in violation of any law. No waste shall be committed on the common elements or on any lot.

(d) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in any manufactured home or on any lot or in the common elements, except that dogs, cats or other household pets may be kept subject to the Code of Regulations and the rules and regulations adopted by the Council and subject to restrictions binding the numbered lots and manufactured homes.

(e) No noxious or offensive activity shall be carried on in any unit or manufactured home or in the common elements nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

(f) Nothing shall be altered or constructed in or removed from the common elements except upon the written consent of the Council.

(g) Use and occupancy of the units and manufactured homes and common elements shall be subject to those restrictions set forth in the Code of Regulations and in any rules promulgated by Council and as to the numbered lots and manufactured homes by deed restriction to be enforced by council and recorded in the Recorder of Deeds office in Kent County, Delaware.

(h) No unit owner may at any time bring or maintain any action at law or equity, for partitioning of any lot; nor bring or maintain any proceeding to subdivide any lot pursuant to any subdivision and land development laws applicable thereto.

(i) No common element area intended for parking purposes shall be used for parking any form of transportation prohibited by the Council. This prohibition is intended to permit the Council to ban or restrict to certain areas the parking of special purpose vehicles that would detract from the residential appearance of the numbered lots and manufactured homes and of the common areas.

(j) The unit owner or the owner of any numbered lot or manufactured home will not use, permit or allow any of them or any part thereof to be used for an offensive or unlawful purpose or permit or allow any nuisance or permit or allow usage in a manner which will be a source of annoyance or which in any way interferes with the peaceful possession, enjoyment and proper use of the Property or of any numbered lots or manufactured home by any other unit owner or owners of a lot and manufactured home.

(k) The unit owner or the owner of any numbered lot or manufactured home will not obstruct, post or decorate any common elements or use any common element other than for the purposes for which such common element is intended, unless the written authorization of the Council has first been obtained.

(l) All manufactured homes on any numbered lot must be equipped to utilize natural gas for heating, air conditioning and cooking.

(m) Any manufactured home placed on any numbered lot must have removed its wheels and axles and be permanently affixed to the lot on which it is situate by affixation approved by both the Environmental Control Committee and by the City of Dover.

Section 9.02 General Restrictions

The following general restrictions shall be covenants running with the land as to Phase I and as to all expandable areas if and when the condominium unit compartments for any future phases become annexed in as part of the PERSIMMON PARK PLACE CONDOMINIUM regime. These general restrictions shall also be imposed directly on all numbered lots which correspond to the condominium unit compartments which are made part of any phase of the condominium regime.

(a) No structures shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family manufactured residence dwelling, any permitted accessory structures such as sheds and porches, decks and awnings.

(b) Once construction on any remodeling, reconstruction, alteration or addition is commenced, such construction must

proceed without delay until the same is completed. Cessation of work once started and before completion for a continuous period of 30 days shall be prima facie evidence of an attempt to abandon the same in its partially completed state and shall be deemed to be a public nuisance.

(c) Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed against the rear of the house and kept so as not to be visible from any street within the condominium at any time except during refuse collections.

(d) All signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Council, excepting "FOR SALE" signs, which may be displayed upon any given lot if the same does not violate the provisions of the Zoning Ordinances of the City of Dover.

(e) No stripped down, partially wrecked, disabled, unlicensed or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street in the condominium or on any lot.

(f) No trucks shall be parked overnight or for any longer period of time on any lot or on any street. The definition of "truck" for purposes of this restriction shall be any vehicle larger than van-size or 3/4 ton truck which shall be deemed a "truck" and prohibited.

(g) In the event that any manufactured home 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. The replacement manufactured home in such circumstances must be a new manufactured home. "Reasonable Promptness" shall mean ten (10) days or sooner unless any insurance investigation or investigation by any state or city or county or federal agency requires a greater period of time for completion in which case "reasonable

promptness" shall mean immediately after the conclusion of such investigation.

(h) No trash, ashes, garbage or other refuse shall be dumped or sorted or accumulated on any lot. No outside burning of woods, leaves, trash, garbage or household refuse shall be permitted.

(i) No satellite dishes, exterior television or radio antenna of any kind shall be constructed or erected or allowed to be installed, placed or erected on any lot or manufactured home or in any common area in the PERSIMMON PARK PLACE CONDOMINIUM.

(j) No outdoor clothes poles or clothes lines shall be permitted except for umbrella type clothes lines located directly beyond the manufactured home.

(k) All front, rear and side set back requirements and all height requirements shall be as required by the City of Dover Zoning Ordinance as amended from time to time. Any variance from any requirement granted by the City of Dover through its Board of Adjustment shall be deemed to be compliance with such requirements.

(l) Every manufactured home constructed on a lot shall contain a minimum of 750 square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks and other outbuildings).

(m) The declared invalidity of one or more of the restrictions contained in 9.01 or this 9.02, whether in whole or part, shall not affect the validity of the others, including any parts thereof.

(n) The restrictions contained in Sections 9.01 and 9.02 shall be enforced by the Council through the Persimmon Park Place Condominium Council, Inc. and may also be enforced by any unit owner in any phase. A failure by the Council or individual unit owners to enforce a violation shall not be deemed a waiver or estoppel or laches as to the subsequent enforcement of such violation nor shall it be deemed a waiver of any future, similar or the same violations. Enforcement:

shall be in the Court of Chancery or such other appropriate court having jurisdiction.

Section 9.03 Environmental Control Committee

There is established an Environmental Control Committee (hereinafter "Committee") which shall function as hereinafter spelled out, to wit:

(a) The Committee shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant. At any time Declarant may at its sole option, relinquish to the Council the power of appointment and removal reserved herein to the Declarant. Such transfer of power must be evidenced in writing. If Declarant has not transferred such appointment authority prior to the time when Declarant shall have sold 75% or more of the total number of condominium unit compartments and lots with manufactured homes including all expandable phases then such transfer shall occur at such time or on October 1, 1992 whichever date first occurs.

(b) All plans and specifications and details for any structure or improvement relating to any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee (herein called "Committee"), as the same is from time to time composed.

(c) There shall be submitted to the Committee two (2) complete sets of plans, specifications and details for the erection or alteration of what is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, details, and specifications therefor have received such written approval as herein provided.

(d) The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of

these Restrictions; if the design or color scheme of the proposed structure is not in harmony with the general surroundings of such lot and manufactured home or adjoining lot and manufactured home or if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto or to the lots and manufactured homes, or the owners thereof. The decisions of the Committee shall be final.

(e) The Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

(f) Neither the Committee nor any architect or agent thereof or Council or Declarant shall be responsible in any way for any defects in any plans or specifications or details submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications and details.

(g) In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Condominium, and on the numbered lots, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

(h) In order to insure the orderly and aesthetic development of Persimmon Park Place Condominium and the numbered lots and manufactured homes as a residential area of high standards, the Environmental Control Committee shall have the right to modify the proposed front, rear and side setbacks

of any manufactured home on any lot in order to insure the development of each lot in harmony with the adjacent lots, provided however, that all setbacks of front, rear and side yards shall comply with the minimum requirements of the City of Dover Zoning Ordinance or any approved variance therefrom.

(i) The Committee may allow reasonable variances and adjustments in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; 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 neighborhood or to the condominium regime generally.

Section 9.04 Unit Owner's Obligation to Repair

Each unit owner shall, at unit owner's expense, keep the exterior of its manufactured home in good order and repair and in a clean and sanitary condition and shall do all maintenance that may, at any time, be necessary to maintain the good appearance and condition of the manufactured home.

Section 9.05 Prohibition Against Structural Changes by Unit Owner

No unit owner shall, without first obtaining written consent of the Committee, make or permit to be made any structural alteration, improvement or addition in or to a manufactured home. No unit owner shall do any act or work that might impair any easement or hereditament appurtenant to the property or any part thereof or to the numbered lots without the prior written consent of the Committee and such unit owner shall be responsible for any and all expenses incurred if such unit owner obtains written approval under this section.

Section 9.06 Rules and Regulations

The Council shall have the authority to promulgate such rules and regulations and to render such decisions as it may deem necessary from time to time relating to the use of the property and the numbered lots and manufactured homes and may

amend the same from time to time as it may deem fit, all in accordance with the Code of Regulations.

Section 9.07 Application and Compliance

Each unit owner shall comply with the provisions of this Declaration, the Code of Regulations, decisions and resolutions of the Council and any rules and regulations promulgated by the Council as lawfully amended from time to time and to decisions of the Environmental Control Committee, and failure to comply with such restrictions, provisions, decisions, resolutions, rules or regulations shall be grounds for an action to recover sums due for damages for injunctive relief as provided in Section 2210 of the Unit Property Act or any other law of the State of Delaware.

All present or future owners, their lessees or any other person or persons who might use the Property or the numbered lots or manufactured home in any manner are subject to the provisions of this Declaration, the Code of Regulations, decisions and resolutions of the Council and all rules and regulations promulgated by the Council and to decisions of the Environmental Control Committee and the mere acquisition or rental of any unit or the mere act of occupancy of any unit shall signify that the provisions of this Declaration as well as the Code of Regulations are accepted and ratified.

ARTICLE X

COMMON ELEMENTS AND COMMON EXPENSES

Section 10.01 Utilization of and Control Over Common Elements and Common Expenses

Each unit has appurtenant to it a proportionate interest in the common elements as set forth in Article VI in this Declaration and Schedule G attached hereto. Except as provided in Section 2239 of the Unit Property Act, the common elements shall not be divided nor partitioned. Nothing herein contained shall be deemed to prevent ownership of a unit by the entirety, jointly, or in common. Each unit owner shall use the common elements according to the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other unit owners. The Council shall on

behalf of the unit owners, have the irrevocable right, to be exercised by the Council or its designee, of access to each numbered lot for the purpose of inspecting and making repair, replacements or improvements to the common elements and to a unit or any manufactured home where the responsibility therefor is upon the Council, to prevent damage to the common elements or to abate the violation of any laws, orders, rules or regulations of governmental authorities having jurisdiction, or to correct any condition which is a violation of the provisions of any mortgage covering another unit or manufactured home. The costs of removing, correcting or abating any such violations and of making any such repairs, to any such unit or manufactured home, shall be paid by the unit owner thereof to the Council on demand. Requests for access shall be made in advance and shall be during reasonable hours except in cases of emergency when such rights of access shall be immediate, whether or not the unit owner is present. If any questions arise, the Council shall determine the purpose for which a common element is intended to be used. The said Council shall have the right to promulgate rules and regulations limiting the use of the common elements to unit owners, their families, guests, invitees, and employees as well as to provide for the exclusive use by a unit owner and his guests for special occasions of any facility. Such use may be conditioned, among other things, on the payment by the unit owner seeking such use, of such assessment as may be established by the Council for the purpose of defraying the costs thereof. The maintenance, repair, replacement, management, operation and use of the common elements shall be the responsibility of the Council, but nothing contained herein shall be construed to preclude the Council from delegating these duties to a manager or agent or other persons, firms or other associations. The expenses which have been incurred or shall be incurred for the maintenance, repair, replacement, management, operation and use of the common elements shall be collected from the unit owners and assessed as common expenses by the Council.

Section 10.02 Cost determination for Additions, Alterations and Improvements

At such time as the association of owners assumes control of the Council, then whenever in the judgment of the Council the common elements shall require additions, alterations or improvements costing in excess of Ten Thousand Dollars (\$10,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Council shall proceed with such additions, alterations or improvements and shall assess all Owners for the costs thereof as a common expense. Any additions, alterations or improvements costing Ten Thousand Dollars (\$10,000.00) or less during any period of twelve (12) consecutive months may be made by the Council without approval of the owners and the costs thereof shall constitute part of the common expenses. If in the sole opinion of the Council, the alteration or improvement is general in character, the costs therefor shall be assessed as common expenses. No unit owner shall do any work which affects or alters any of the common elements or impairs any easement or hereditament therein without the prior express written approval of the Council. During such time as the property remains subject to this Declaration and the Unit Property Act, the common elements shall not be abandoned, sold, encumbered or transferred nor shall any lien of any nature arise or be created against the common elements without the unanimous consent of all the unit owners and the holders of first liens thereon, except such liens as may arise or be created against the several units (to include the corresponding numbered lot and manufactured home erected thereon) and their respective common interests under the Unit Property Act. Every agreement for the performance of labor or the furnishing of materials to the common elements whether oral or in writing, must provide that it is subject to the provisions of this Declaration and the Unit Property Act. All common expenses received or to be received by the Council and the right to receive such funds shall constitute trust funds for the purpose

of paying the cost of labor and materials furnished to the common elements at the express request or with the consent of the manager, managing agent, or Council and the same shall be expended first for such purpose. Nothing herein contained shall require the Council to keep such charges in a separate bank account and no violation of said trust shall arise by reason of the comingling of the funds held by the Council in one bank account. No mortgage or conveyance or other pledging of the common elements as security shall be permitted without the written consent of sixty seven percent of the then existing unit owners.

Section 10.03 Mutual and Reciprocal Easements

Each unit owner shall have an easement in common with all other unit owners to use all pipes, wires, cables, conduits, public utility lines and other common elements serving his unit and serving his similarly numbered lot and manufactured homes situate thereon, regardless of the location of such common elements. Each unit shall be subject to an easement in favor of all other unit owners to use the pipes, cables, wires, conduits, public utility lines and other common elements serving such other units and similarly numbered lots and manufactured homes situate thereon. The foregoing easements shall run with the property and inure to the benefit of and be binding upon the Council and each unit owner, mortgagee, lessee, occupant or other person having any interest in any unit and any similarly numbered lot and manufactured home situate thereon or in the common elements at the time of reference. This section is intended to supplement Sections 5.01, 5.02, 5.03 and 5.04.

ARTICLE XI

MAINTENANCE AND REPAIR OF UNITS

Section 11.01 Limitations on Unit Owner

No unit owner shall do or cause to be done any work affecting his unit or his manufactured home situate on his lot which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or

hereditament therein. The Unit Owner shall cause any work being performed on the Unit or his manufactured home situate on his lot, which in the sole opinion of the Council violates this Section, to be stopped immediately and he shall refrain from recommencing or continuing the same without the consent in writing of the Council. He shall not repair, alter, replace or move any of the common elements which are located within his lot or unit without the prior consent in writing of the Council. He shall not add on to the exterior of his unit or his manufactured home without in every such case first obtaining in writing the consent of the Environmental Control Committee.

Section 11.02 Obligations of Council

It shall be the responsibility of the Council to maintain, repair or replace:

- (a) All common elements.
- (b) All incidental damage caused by work done by direction of the Council.
- (c) In the performance of any labor or in the furnishing of any material to a unit or a manufactured home, under the direction of the Council, no lien shall be established or give rise to the basis for filing a mechanic's lien against the unit owner except such work performed for emergency repair. Nothing herein contained shall prevent such mechanic's lien from being filed against a unit owner who expressly consents and requests in writing that the work be done.

Section 11.03 Obligations of Unit Owner

It shall be the responsibility of the Unit Owner:

- (a) To maintain, repair or replace at his own expense all portions of the unit or his manufactured home which may cause injury or damage to the other units or to the common elements except the areas and situations mentioned and described in Article 11.02 hereof.
- (b) To perform his responsibilities in such a manner and at such reasonable hours so as not to unreasonably disturb other unit owners.

(c) To refrain from repairing, altering, replacing, maintaining or otherwise decorating or changing the appearance of any portion of the common elements without first obtaining the written consent of the Council and to refrain from repairing, altering, replacing, planting, decorating or changing the exterior of the unit or manufactured home or any exterior appendages without first obtaining the written consent of the Environmental Control Committee.

(d) To pay the expenses incurred by the Council in making repairs or replacements of the common elements caused by his willful or negligent act or failure to act or that of his family, guests, invitees, employees, agents, lessees or licensees.

(e) To pay any increase in insurance rates occasioned by use, misuse, occupancy or abandonment, of a Unit or manufactured home or its appurtenances. Nothing contained in this Declaration, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(f) To notify promptly the Council or its agent of all work that the Unit Owner intends to perform for repair of any kind, the responsibility for the remedying which lies with the Council. Any consent by the Council or the Environmental Control Committee to the performance of such work by the Unit Owner shall not constitute an assumption by the Council to pay for the same. Also, the failure of the Council or the Environmental Control Committee to take action on the notice shall not be deemed a waiver by it of its rights and shall also not constitute a consent by the council of an assumption by it to pay for any work performed by the Unit Owner. Any consent given by the Council or by the Environmental Control Committee may set forth the terms of such consent and the Unit Owner shall be required to abide thereby.

Section 11.04 Responsibilities of Council Members

Nothing contained in this Article shall be construed so as to impose a personal liability upon any of the members of the Council for the maintenance, repair or replacement of any unit

or manufactured home or common element or give rise to a cause of action against them. The members of the Council and the Council as such shall not be liable for damages of any kind except willful misconduct or bad faith.

ARTICLE XII

ADMINISTRATION OF PROPERTY

Section 12.01 Council

The Council shall be a board of natural persons none of whom need to be a unit owner. The Code of Regulations shall specify the number of members of the Council and their other qualifications and Council shall have such power and duties as shall be imposed upon it in accordance with the Declaration and the Code of Regulations and the Unit Property Act. The Council intends to be incorporated as a non-profit corporation under the laws of the State of Delaware and to be called Persimmon Park Place Condominium Council, Inc.

Section 12.02 First Members of Council

The names and addresses of the first members of the Council, to serve until their successors are chosen and qualified pursuant to the Code of Regulations, are as follows:

Raymond J. Clatworthy
Persimmon Park Place, L.P.
Route 113
Bay Court Plaza
Dover, Delaware 19901

George F. Gardner, III
Persimmon Park Place, L.P.
Route 113
Bay Court Plaza
Dover, Delaware 19901

Richard M. Appleby, Jr.
Persimmon Park Place, L.P.
Route 113
Bay Court Plaza
Dover, Delaware 19901

Robert S. Applyby
Persimmon Park Place, L.P.
Route 113
Bay Court Plaza
Dover, Delaware 19901

Alan O. Thompson
Persimmon Park Place, L.P.
Route 113
Bay Court Plaza
Dover, Delaware 19901

12.03

Section 12.03 Manager

The Council may employ a responsible corporate or individual Manager to perform such duties and services as the Council shall authorize and may delegate to the Manager such powers as it may determine. The Manager, if and when appointed, is or shall be hereby authorized to receive service of legal process in all cases provided in the Unit Property Act.

Section 12.04 Management by Council

The affairs of the condominium shall be governed and controlled by the Council. The Council shall have charge of and be responsible for and is authorized to manage the affairs of the condominium, the common elements, the numbered lots and manufactured homes situate thereon and other assets held by it on behalf of the unit owners except as herein otherwise limited. It shall have all the rights, powers, duties and obligations wherever set forth in this Declaration, the Code of Regulations or the Rules and Regulations of the unit owners. It shall adopt any measure and execute any action necessary to promote the interests of the condominium and the numbered lots and manufactured homes situate thereon. It shall fix charges, assessments and fees, as well as the rents of any property managed by the Council. It shall hold all of the foregoing funds or other assets of the condominium and administer them as trustees for the benefit of the unit owners. It shall keep accurate records and audit and collect bills. It shall direct all expenditures, select, appoint, remove and establish the salaries of employees and fix the amount of any bonds for officers, Council members and employees. It shall license or lease any concessions and installation of vending machines. It shall maintain the common elements, and other portions of the property as hereby specified paying for services and supervising repairs and alterations. It shall pass upon the recommendations of all committees and adopt rules and regulations as in its judgment may be necessary for the management, control and orderly use of the common elements and

in general, it shall manage the property as provided herein and in the Code of Regulations, but nothing herein shall prevent the Council from employing and delegating such powers as it deems advisable to professional management. In order to limit the liability of the unit owners and the members of the Council, its managing agent, manager or other designee, as the case may be, any contract or other commitment made by the Council or a Designee in its behalf, shall contain the following statement: "The Council, its members, managing agents, manager or other designee, as the case may be, in executing this instrument, is acting only as agent for the unit owners, and that the members of the Council, its managing agent, manager or other designee shall have no personal liability on any contract or commitment (except as unit owners) and that the liability of any unit owner on any such contract or commitment shall be limited to such proportionate share of the total liability as the proportionate interest of each unit owner bears to the aggregate proportionate interest of all unit owners." The Council and its members shall have no liability to the unit owners for error of judgment or otherwise, except for willful misconduct or bad faith. It is discretionary with the Council whether its members shall be bonded for this purpose. The Council shall insure the common elements against loss or damage by fire and such hazards as are required by the Code of Regulations, without prejudice to the right of each unit owner to insure his own unit and his numbered lot and manufactured home and common element interest for his own benefit. The premiums for such insurance on the common elements shall be deemed a common expense.

Section 12.05 Limitation of Liability of Council

The Council shall not be liable for any failure of any service to be obtained and paid for by the Council hereunder or in accordance with the Code of Regulations or for injury or damage to personal property caused by the elements or by another owner or person or resulting from water or rain which may leak or flow from outside of or from any parts of any

building or from its pipes, drains, conduits, or equipment or from any other place unless caused by the gross negligence of the Council. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements in the Common Elements or from any action taken to comply with any law, ordinance or orders of a governmental authority. The members of the Council shall not be liable to the unit owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Council against all contractual liability to others arising out of contracts made by the Council on behalf of the property or on behalf of the numbered lots and manufactured homes unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or the Code of Regulations. It is intended that the members of the Council shall have no personal liability with respect to any contract made by them on behalf of the property. It is permissible for the original Council who may be owners of or partners with or employed by the Declarant to contract with the Declarant and its agents or employees without fear of being charged with self-dealing. It is also intended that the liability of any unit owner arising out of any contract made by the Council or out of the aforesaid indemnity in favor of the members of the Council shall be limited to such proportion of the total liability thereunder as its interest in the common elements bears to the interest of all unit owners in the common elements. Every agreement made by the Council or by the Manager on behalf of the property or on behalf of the numbered lots and manufactured homes shall provide that the members of the Council or the Manager, as the case may be, are acting only as agent for the unit owners and shall have no personal liability thereunder (except as unit owners) and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as its interest in

the common elements bears to the interest of all unit owners in the common elements.

Section 12.06. Common Elements

All charges, costs and expenses whatsoever incurred by the Council for or in connection with the administration of the Property and the numbered lots and manufactured homes, including without limitation thereof, operation of the Property and maintenance, repair, replacement, and restoration of the common elements, any additions and alterations thereto, all labor, services, materials, supplies, and equipment therefor, all liability whatsoever for loss or damage arising out of or in connection with the common elements, or any accident or fire on the common elements or any nuisance thereon, and all premiums for hazard and liability insurance herein required with respect to the property, shall constitute common expenses of the property for their respective proportionate shares of which the unit owners shall be severally liable. Common expenses shall also include those expenses designated as such herein or in the Code of Regulations.

Section 12.07. No Waiver of Use by Unit Owner Permitted

No unit owner may exempt himself from the liability with respect to the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit or numbered lot or manufactured home or otherwise.

Section 12.08. Assessments, Common Surplus and Common Expenses

The common surplus of the property shall be distributed among and the common expenses shall be charged to the unit owners according to each unit owner's proportionate interest as set forth in this Declaration and any amendments thereto. All sums assessed against a unit by resolution duly adopted by the Council for the share of common expenses chargeable to that unit shall constitute the personal liability of the owner of the unit so assessed and shall, until fully paid, together with interest thereon as provided by law, constitute a charge against such unit which shall be enforceable as provided in Section 2234 of the Unit Property Act. Any assessment against

a unit may be enforced by the Council acting on behalf of the unit owners in an action at law; provided that each action, when filed, shall refer to the Unit Property Act and to the unit against which the assessment is made and to the unit owner thereof. Any judgment against a unit and the unit owner shall be enforceable in the same manner as is otherwise provided by law. Any assessment which may be levied against the property as a whole before separate assessments for each unit are made, shall be paid by the Council and shall be included in the budget and paid by the unit owners as a common expense. All liens against the common elements of any nature including taxes and special assessments levied by any governmental authority may be paid by the Council and shall be assessed by it against the unit or units in accordance with their respective proportionate interest or to the common expenses account, whichever in the judgment of the Council is appropriate. All other assessments, either for emergencies or otherwise, shall be made by the Council in accordance with the provisions of the Unit Property Act and the condominium documents and if the time of payment is not set forth therein, the same shall be determined by the Council.

ARTICLE XIII

ASSESSMENTS AND TAXATION

Section 13.01. Unpaid Assessments at Time of Voluntary Sale of a Unit

Upon the voluntary sale or conveyance of a unit which would also involve the contemporaneous conveyance of the same numbered lot and manufactured home situate thereon, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments from common expenses which are a charge against either as of the date of the sale or conveyance but such joint and several liability shall be without prejudice to the grantee's right to recover from the grantor the amount of any such unpaid assessments which the grantee may pay and until any such assessments are paid, they shall continue to be a charge against the unit and numbered lot and manufactured home which may be enforced in the manner set forth in Section 2234

of the Unit Property Act. Provided, however, that such assessments shall be subordinate to the lien of and first mortgage and any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee and such mortgagee or its assigns shall not be required to collect any unpaid assessments. Any person who shall have entered into a written agreement to purchase a unit and a numbered lot and manufactured home shall be entitled to obtain a written statement revealing the full amount of the unpaid assessments as of the date it is rendered and neither the purchaser nor the unit nor the numbered lot and manufactured home shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon. Any such excess which cannot be promptly collected from the former unit owner may be reassessed by the Council as a common expense to be collected from all of the unit owners including the purchaser, his heirs, personal representatives, successors and assigns.

Section 13.02. Unpaid Assessments at Time of Execution Sale Against a Unit

In the event that title to a unit and the same numbered lot and manufactured home is transferred by sheriff's sale pursuant to execution upon any lien against the unit or against the same numbered lot and manufactured home, the Council may give notice in writing to the sheriff of any unpaid assessments for common expenses which are charged against either but have not been reduced to lien pursuant to Section 2234 of the Unit Property Act and the sheriff shall pay the assessments of which he has such notice out of any proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay but prior to any distribution of the balance to the former unit owner against whom the execution issued. The purchaser at such sheriff's sale and the Unit and the same numbered lot and manufactured home involved shall not be liable for unpaid assessments for

common expenses which became due prior to the sheriff's sale of the unit. Any such unpaid assessments which cannot be promptly collected from the former unit owner may be reassessed by the Council as a common expense to be collected from all of the unit owners including such purchaser, his heirs, personal representatives, successors and assigns. Notwithstanding any foreclosure, tax sale, judicial, or other forced sale of a Unit and of the same numbered lot and manufactured home, all applicable provisions of the condominium documents shall be binding upon any purchaser at such sale to the same extent as they would bind a voluntary grantee, except that such purchaser shall not be liable for unpaid assessments chargeable to such unit or the same numbered lot and manufactured home which became due prior to such sale except as otherwise provided in this article.

Section 13.03. Taxation

Each unit and the same numbered lot and manufactured home and its proportionate interest in the common elements as determined by this Declaration and any amendments thereof, shall be assessed and taxed for all purposes as a separate parcel of real estate. Each unit owner shall be solely responsible for the payment of all taxes, other county and utility charges or claims made or assessed against his unit and the same numbered lot and manufactured home and its proportionate interest. At the discretion of the taxing authorities the common elements or some of them, may be assessed and taxed separately. In the event that any taxing authorities having jurisdiction over the property shall impose a real estate or other tax on the property as a whole, responsibility for payment thereof shall be allocated as follows:

- (a) Payment of the total tax bill shall be the responsibility of the Owners of the Units, each such unit owner to pay that proportion of the tax that his proportionate interest in the common elements bears to the total

proportionate interest of all unit owners in the common elements.

(b) The tax, allocated in accordance with such determination, shall be chargeable and collectible as a common expense.

(c) Any expenses incurred by the Council pursuant to this Article shall be charged as a common expense of the property.

ARTICLE XIV

INSURANCE AND REPLACEMENT

Section 14.01. Protective Policies

The Council, for the benefit of each Unit and each owner shall, as a common expense (to be apportioned among and assessed to each unit as herein provided) procure and maintain, in its name, as agent and trustee for the benefit of the unit owners who shall be deemed parties insured, policies of insurance in insurance companies licensed to do business in the State of Delaware, to the extent obtainable, as follows:

(a) A policy or policies insuring all buildings that are part of the common elements against loss, damage or destruction by fire or other casualty, including lightning, windstorm, flood, hail, explosion, riot, civil commotion, aircraft, vehicle, falling object, smoke, malicious mischief, vandalism, collapse through weight of snow, ice or sleet, water and other similar casualty, in an aggregate amount equal to the full insurable replacement value of each building (to be determined by a qualified appraiser appointed from time to time by the Council for that purpose), without regard to depreciation. In lieu of the foregoing insurance, the Council may procure and maintain such other insurance against loss, damage or destruction of the common elements as shall give substantially equal or greater protection to the unit owners, as their interests may appear.

(b) Any insurance as the Council may deem advisable for the protection of the common elements.

(c) Such insurance as will protect the Council and each unit owner from claims under workmen's compensation acts and other employee benefit acts.

(d) Such insurance as will protect the Council and each unit owner from claims for damage because of bodily injury, including death, to all others, including employees of the insured, and from claims for damage to the common elements which may arise out of or result from ownership or leasing of any interest in the property or the management or operation of said property, or because of any injury or damage sustained on or attributable to the property, including the ownership, maintenance and use of the parking areas, and all amenities. It is intended that the insurance described in this subparagraph be a comprehensive general liability policy endorsed to protect each unit owner and the members of the Council against all liability arising out of or otherwise attributable to the common elements, including operation of the common element areas, liability attributable to work or other act of an independent contractor on its own or sublet work, and contractual liability. Such public liability insurance shall be in the limits of at least \$1,000,000.00 for injuries or damages sustained by any one person, \$2,000,000.00 for injuries or damages sustained by two or more persons in any one incident or accident and \$100,000.00 for property damage. The public liability policy or policies shall be so endorsed as to protect the insured against liability imposed or assumed by any contract. This Article shall control in the event of any conflict between this Article XIV and Article IX and XIV of the Code of Regulations.

Section 14.02. Special Provisions of Insurance Policies

In all events, to the extent obtainable, each policy or policies of insurance, under Section 14.01 shall provide or contain the following:

(a) A waiver of the insurer's subrogation rights against each unit owner, and a waiver of any defense maintainable by the insurer by reason of any co-insurance

provision of any policy or policies, or by reason of any act or neglect of the Council or any unit owner, whether before or after the loss, damage or destruction may occur.

(b) A provision to the effect that any unit owner in his own right, may procure other insurance, fire, casualty, liability or otherwise and that such other insurance shall, in no wise, serve to reduce, abate, diminish or cause any proration in payment of the total loss by the insurer.

(c) A statement that the exclusive right and authority to adjust losses under the policy shall be vested in the Council.

(d) Provisions to the effect that the policy or policies cannot be cancelled, invalidated or suspended by virtue of the conduct of any one or more unit owners, and such policy or policies cannot be cancelled, invalidated or suspended by virtue of the conduct of any member of the Council or officer or employee of the Council, or the Manager, without prior demand, in writing, that the Council or Manager cure such defect.

(e) A provision to the effect that such policy shall not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least twenty (20) days prior written notice to the Council and Manager, if any, and in the case of the insurance referred to in Section 14.01 (a) and the insurance referred to in Section 14.01(b) to the extent that such insurance provides the same coverage as that insurance referred to in Section 14.01(a) to all Mortgagees.

(f) Such other provisions as may be required hereunder or by Articles IX and XIV of the Code of Regulations.

Section 14.03. Insurance Maintained by Unit Owners

Nothing provided in this Article shall prejudice the right of any unit owner to insure its unit and his same numbered lot and manufactured home on the account and for the benefit of such owner, or to insure such owner against liability to others. Provided, however, that no owner shall be entitled to exercise

its right to maintain insurance coverage in such a way as to decrease the amount which the Council, on behalf of all the owners, may realize under any insurance policy in which the Council may have in force on the common elements at any particular time.

Section 14.04. Repairs and Replacement

If the common elements are damaged and such damage is less than substantially total destruction, the proceeds of any insurance policy or policies procured under the provisions of Section 14.01 shall be applied to repair, restore and reconstruct the common elements damaged by the casualty insured against. If the proceeds of insurance are insufficient to cover the cost of any necessary repair, replacement or restoration of the common elements so damaged, such excess costs shall be paid by the Council as common expense upon special assessment therefor and levy thereof by the Council against each unit owner directly affected thereby in proportion with its undivided interest in the common elements.

Section 14.05. Private Roads

It is not intended to procure insurance to repair or replace any of the private roads within the Persimmon Park Place Condominium and reference to insurance coverages of common elements is not intended to include or anticipate any coverage for repair or replacement of roads; provided however that this provision is not intended to preclude such recovery should it fall within the general recovery permitted under extant policies.

ARTICLE XV

EMINENT DOMAIN OR CONDEMNATION

Section 15.01. Partial Taking Without Direct Affect on Units

If part of the property shall be taken or damaged through the exercise of eminent domain or condemnation power or through the exercise of any right or any obligation on the part of any public authority to purchase the same or as a result of any agreement between the Council, the unit owners and said public authority made in lieu of condemnation or eminent domain

proceedings such that no unit nor any part thereof is taken, then all compensation and damages for and on account of such taking, exclusive of compensation for consequential damages to certain affected units shall be payable to the Council as Trustee for all unit owners and mortgagees according to the loss or damages to their respective interests in such common elements. The Council shall have the right to act on behalf of the unit owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the common elements without limitation on the right of the unit owners or any mortgagees of any one or more units to represent their own interest. Such proceeds shall, subject to the prior rights of such mortgagees, be used in the same manner as insurance proceeds as heretofore set forth. Nothing herein is to prevent a unit owner whose unit is specifically affected by the condemnation or eminent domain proceedings from joining in such proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected unit or personal improvements therein, exclusive of damages relating to common elements. In the event that any award resulting from such action does not allocate consequential damages to specific unit owners but by its terms includes an award for reduction in value of units without such allocation, the award shall be divided between affected unit owners subject to the rights of mortgagees of such units by the Council as Trustee, as aforesaid, as the interest may appear.

Section 15.02. Partial or Total Taking Directly Affecting Units.

If the property or any part thereof shall be taken or damaged through the exercise of eminent domain or condemnation power, or through the exercise of any right or any obligation on the part of any public authority to purchase the same, or as a result of any agreement between the Council, unit owners and said public authority made in lieu of condemnation or eminent domain proceedings, such that any unit or a part thereof is taken, the Council shall act on behalf of the unit owners with respect to common elements as in Section 15.01 without

limitation on the right of any mortgagees of any one or more units to represent their own interests, and the proceeds shall be payable as outlined in Section 15.01. The unit owners directly affected by such taking and their respective mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective units, the award so made shall, subject to the prior rights of mortgagees, be used and distributed by the Council, as Trustee, first to restore the common elements of the remaining property in the same manner as provided for to the extent possible and with any excess award distributed among unit owners and mortgagees as their interests may appear.

ARTICLE XVI

COVENANTS RUNNING WITH THE LAND

Section 16.01. Units Subject to Declaration, Code of Regulations and Rules

A. All present and future owners, lessees, occupants and mortgagees of the units and of the same numbered manufactured homes and lots shall be subject to and shall comply with the restrictions, covenants, conditions and provisions of the Delaware Unit Property Act, this Declaration, the Declaration Plan, the Deeds to the Units and numbered lots and manufactured homes, the Code of Regulations and the rules governing the details of the use and operation of the Property and the common elements as such rules may be duly adopted or amended from time to time pursuant to the Code of Regulations. All provisions of the condominium documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every unit and the same numbered lot and manufactured home situate thereon and the appurtenances thereto; and every unit owner, occupant, lessee, mortgagee, and claimant of any interest or estate in the property, in any unit or in any same numbered lot and manufactured home situate thereon or in any part thereof, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

ARTICLE XVII

OBLIGATIONS OF TENANTS

Section 17.01. Leases of Units

A unit and the same numbered lot and manufactured home may be rented as a whole, but not in part, from time to time by the unit owner thereof to any person or entity. All lessees and sublessees during their respective tenancies thereof, shall be jointly and severally liable with the unit owner for all liabilities and for the performance of all obligations of the unit owners which may arise under the Delaware Unit Property Act, this Declaration, the Code, the Rules, the deed and any other pertinent instrument. Such liabilities or obligations may be enforced at any time during or after the term of such tenancy. The Council may, by incorporating the same into its Rules, determine from time to time the procedures by which it can enforce the types of duration of any notice periods to which any lessee may be entitled for failure to comply with any lease or with this Declaration, Code of Regulations or Rules.

ARTICLE XVIII

MECHANICS LIENS

Section 18.01. Imposition of Mechanics Liens

Any mechanics liens arising as a result of repairs to or improvements of a unit or improvements to the same numbered lot and manufactured home by a unit owner shall be liens only against the same. Any mechanics liens arising as a result of repairs to or improvements of the common elements if authorized in writing pursuant to a duly adopted resolution of the Council, shall be paid by the Council as a common expense and until so paid shall be liens against each unit in a percentage equal to the proportionate interest of the common elements relating to such unit.

ARTICLE XIX

VOTING REQUIREMENTS

Section 19.01. Voting by Unit Owners

At any meeting of unit owners each unit owner shall be entitled to the same number of votes (voting percentage) as his

then proportionate interest in the common elements assigned to him in this Declaration as amended. Such voting number or percentage shall likely be fractional and shall be computed to the fourth decimal point. The right to cast the votes applicable to a particular unit shall be established by the record title of such unit. Thereafter:

(a) Except as hereinafter provided as to a unit owned by a husband and wife, if a unit is owned by more than one individual, the individual entitled to cast the votes for the unit shall be designated by a certificate signed by all record unit owners of the unit and filed with the Secretary of the Council;

(b) If a unit is owned by a corporation, the individual entitled to cast votes for the unit shall be designated by a certificate of appointment signed by the president or vice president under its corporate seal, and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Council; and

(c) If a unit is owned by a partnership, the individual entitled to cast the votes for the unit shall be designated by a certificate signed by all partners and filed with the Secretary of the Council.

Section 19.02. Proxy

Unit owners shall be entitled to vote in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the secretary before the appointed time of the meeting. A unit owner may appoint an agent to vote on his behalf and such authority shall continue in effect until revoked by said unit owner by written notice to the Council. Any such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the individual entitled to cast the vote of a unit may be revoked by any unit owner thereof.

Section 19.03. Husband and Wife Ownership

If a unit shall be owned by a husband and wife, then they may, but shall not be required to, execute a certificate designating an individual to cast the votes for their unit. If such a certificate shall not be executed and if both of them are unable to agree as to the manner in which the votes applicable to their unit shall be cast, then the votes applicable to such unit shall not be counted, provided, however, that if only one of them shall be present at a meeting of the unit owners, the spouse present may cast the votes applicable to the unit unless prior thereto the other spouse, by written notice to the Secretary, shall deny authorization of the spouse present to cast such votes.

ARTICLE XX

MAINTENANCE OBLIGATIONS

Section 20.01. Maintenance of Common Elements

(a) The unit owners by and through Council acting through the corporation known as "Persimmon Park Place Condominium Council, Inc." from monies assessed against the unit owners by Council or agreed on as common expenses by Council shall have the obligation of maintaining the common elements which include the private roads, bathhouse, pool, two tennis courts, and other recreation areas and utility easement areas.

Section 20.02. Maintenance of Storm Drainage Easements

All of the lands owned by Persimmon Park Place, L.P., a Delaware limited partnership, including Phase I, which by this Declaration is made part of a viable condominium regime and Phases II through V which may be annexed as expandable Phases II through V of the Persimmon Park Place Condominium are benefited by a document entitled "Permanent Easement and Offsite Storm Drainage and Agreement", dated October 23, 1986, and recorded on October 24, 1986, between Thos. W. Murray, Inc., a Delaware corporation, and Persimmon Park Place, L.P., a Delaware limited partnership, wherein and whereby the lands owned by Persimmon Park Place, L.P. are granted access by Murray to an existing drainage ditch and Persimmon Park Place, L.P. is granted permission to construct within the existing

alignment and thereafter maintain within the existing alignment a drainage ditch all in accordance with drainage requirements imposed by Kent County and the City of Dover whichever standard shall control, in perpetuity.

Upon the formation of Persimmon Park Place Condominium Council, Inc., Declarant intends to assign all its rights, duties and obligations under the Permanent Easement and Offsite Drainage and Agreement to Persimmon Park Place Condominium Council, Inc. so that the remaining obligations under said agreement shall be performed by Persimmon Park Place Condominium Council, Inc. and so that in perpetuity Persimmon Park Place Condominium Council, Inc. shall take over the maintenance and ongoing responsibility in connection with said offsite storm drainage facilities. Declarant intends to be fully responsible for paragraphs 5, 6 and 7 of said agreement and for all preliminary construction work required by paragraph 8 of said agreement; however, Declarant will assign to Persimmon Park Place Condominium Council, Inc. all future maintenance work required and defined in paragraph 8 of said agreement. All of Declarant's right, title and interest to the benefits and burdens of the Permanent Easement and Offsite Storm Drainage and Agreement will be assigned to Persimmon Park Place Condominium Council, Inc. by Declarant on a phase by phase basis so that Declarant will retain all rights, duties and obligations under the permanent easement and offsite drainage and agreement as to the land comprising Phases II through V until such lands become a part of the condominium regime.

All of the lands owned by Persimmon Park Place, L.P., a Delaware limited partnership, including Phase I which by this Declaration is made part of a viable condominium regime and Phase II through V which may be annexed as expandable Phases II through V of the Persimmon Park Place Condominium are benefited and burdened by a document entitled "Permanent Easement and Offsite Storm Drainage and Agreement" dated October , 1987, and recorded on October , 1987, between East Eighty-Eight, a

Delaware general partnership, and Persimmon Park Place, L.P., a Delaware limited partnership, wherein and whereby the lands owned by Persimmon Park Place, L.P. are granted access by East Eighty-Eight to an existing drainage ditch and Persimmon Park Place, L.P., is granted certain construction rights for drainage purposes on to the lands of East Eighty-Eight and subsequent to said construction the said Persimmon Park Place, L.P. will be required to maintain said drainage ditch for purposes of storm water drainage in accordance with drainage requirements imposed by Kent County and the City of Dover whichever standard shall control in perpetuity.

Upon the formation of Persimmon Park Place Condominium Council, Inc., Declarant intends to assign all rights, duties and obligations under the Permanent Easement and Offsite Drainage and Agreement with East Eighty-Eight to Persimmon Park Place Condominium Council, Inc. so that the remaining obligations under said agreement shall be performed by Persimmon Park Place Condominium Council, Inc. and so that in perpetuity Persimmon Park Place Condominium Council, Inc. shall take over the maintenance and ongoing responsibilities in connection with said offsite storm drainage facilities over lands of East Eighty-Eight. All of Declarant's right, title and interest to the benefits and burdens of the permanent easement and offsite storm drainage and agreement will be assigned to Persimmon Park Place Condominium Council, Inc. by Declarant on a phase by phase basis so that Declarant will retain all rights, duties and obligations under the permanent easement and offsite drainage and agreement as to the land comprising Phases II through V until such lands become a part of the condominium regime.

The proper maintenance of all onsite storm drainage shall also be the obligation of Persimmon Park Place Condominium Council, Inc. After the completion of the initial construction phase by Declarant and Declarant intends after initial construction to assign all rights, duties and obligations in

perpetuity for onsite storm drainage facilities to Persimmon Park Place Condominium Council, Inc.

For the purpose of this Section 20.02 the reference to lands benefited by and burdened by drainage easements refers not only to the condominium unit compartments and the common elements appertaining thereon, but also to the same numbered lots and manufactured homes situate thereto conveyed contemporaneously therewith.

ARTICLE XXI

FURTHER GOVERNING DOCUMENTS

Section 21.01. Code of Regulations and Rules

The first members of the Council have adopted a Code of Regulations for the administrative regulation and management of the Property and of the same numbered lots and manufactured homes affixed thereon which are transformed and conveyed with the units which has been recorded contemporaneously with the recording of this Declaration and the Declaration Plan in the Office for the Recording of Deeds for Kent County, Delaware in Deed Record ____, Volume ____, Page ____. Each Unit Owner shall comply with the Code of Regulations and with any rules governing the details of the use and operation of the Property and the numbered lots with manufactured homes thereon and the use of the Common Elements as may be in effect from time to time and with the covenants, conditions, and restrictions set forth in this Declaration or in the Deed to his Unit or the Code of Regulations or Rules or in any separate Declaration of Restrictions.

ARTICLE XXII

DECLARANT'S OBLIGATIONS

Section 22.01. Provisions Applicable to Declarant

Notwithstanding any other provisions herein or in the Code of Regulations contained, for so long as Declarant continues to own any of the Units or the same numbered lots and manufactured homes or to have undeveloped phases of its expandable condominium as provided in Article VII herein, the following provisions shall be deemed to be in full force and effect.

(a) Declarant shall have the right at any time to combine or change the interior design of any lots on which Declarant commences to construct after this Declaration, Code of Regulations and Declaration Plan have been recorded, without regard to any restrictions relating to the combination or alteration of lots contained in the said recorded documents, and without the consent or approval of the Council or any other Unit Owner being required therefor subject to any limitations contained in the Delaware Unit Property Act or Article VII hereinabove or the applicable City of Dover Zoning Ordinances.

(b) Until four months after the Declarant shall have sold 75% or more of the total number of condominium unit compartments along with the same numbered lots with manufactured homes thus constituting all expandable phases provided for herein or until October 1, 1992, whichever date first occurs, or until Declarant has notified Council of a decision in writing not to further add projected phases herein and thereafter until successors shall have been elected by the Owners, the Council shall consist of five (5) persons who shall be principals of the Declarant, or such other persons, as shall have been designated by the Declarant. Thereafter, the Council shall be composed of five (5) persons. Declarant does not make, and specifically disclaims any intent to have made, any warranty or representation in connection with any lot or manufactured home thereon, the Common Elements, the Property or the Condominium Documents except as specifically set forth herein or in any agreement of sale for a lot and manufactured home or for a condominium unit compartment, and no person shall rely upon any warranty or representation not so specifically made herein or therein.

ARTICLE XXIII

SPECIAL DECLARANT RIGHTS; TRANSFER

Section 23.01 Special Declarant Rights

Special Declarant Rights are those rights reserved for the benefit of Declarant as provided for in the Condominium Act and the Condominium Documents, and shall include without limitation

the following rights: (a) to complete improvements indicated on the Declaration Plan filed with Declaration; (b) to maintain sales offices, management offices, signs advertising the Condominium and models; (c) to use easements through the Common Elements for the purpose of making improvements within the Condominium, and (d) to appoint or remove any officer of the Unit Owners Association or the Council during the Declarant Control Period.

Section 23.02 Transfer of Special Declarant Rights

(a) Except as otherwise specifically provided in Section 23.02(e), no special Declarant rights created or reserved under the Unit Property Act or as provided in the Condominium Documents may be transferred except by an instrument evidencing the transfer recorded in the office of the Recorder of Deeds in and for Kent County, Delaware. The instrument is not effective unless executed by the transferor and transferee.

(b) Upon transfer of any special Declarant right, the liability of a transferor Declarant is as follows:

(1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him by the Unit Property Act. Lack of privity does not deprive any Unit Owner of standing to bring an action to enforce any obligation to the transferor.

(2) If a transferor retains any special Declarant rights, or if a successor to any special Declarant rights is an affiliate of Declarant, the transferor is subject to liability for all obligations and liabilities imposed on a Declarant by the Unit Property Act or by the Condominium Documents arising after the transfer and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.

(3) A transferor who retains no special Declarant right has no liability for any act or omission, or any breach of contractual or warranty obligation, arising from the exercise of a special Declarant right by a successor Declarant who is not an affiliate of the transferor.

23.02

(c) In case of foreclosure of the Mortgage or a deed in lieu of foreclosure from Declarant, sale by a trustee under a deed of trust, or sale under the Bankruptcy Code or receivership proceedings, of any Units owned by a Declarant in the Condominium, a person (which includes, without limitation a Mortgagee, its successors and assigns) acquiring title to all the Units being foreclosed or sold, succeeds to all special Declarant rights. The judgment or instrument conveying title shall not include the transfer of any special Declarant rights waived by the person acquiring title.

(d) Upon foreclosure, sale by a trustee under a deed of trust, or sale under the Bankruptcy Code or receivership proceedings, of all Units in a Condominium owned by a Declarant: (1) the Declarant ceases to have any special Declarant rights, and (2) the period of Declarant control as provided in the Unit Property act Declaration and Code of Regulations terminates unless the judgment or instrument conveying title provides for transfer of all special Declarant rights to a successor Declarant.

(e) The liabilities and obligations of persons who succeed to special Declarant rights are as follows:

(1) A successor to any special Declarant right who is an affiliate of a Declarant is subject to all obligations and liabilities imposed on any Declarant by the Unit Property Act or by the Condominium Documents.

(2) A successor to any special Declarant right, other than a successor described in paragraphs (3) or (4) of this Section 23.02, who is not an affiliate of the Declarant, is subject to all obligations and liabilities imposed upon a Declarant by the Unit Property Act or the Condominium Documents, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Declarant or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Declarant.

(3) A successor to only a right reserved in the Condominium Documents to maintain models, sales offices, and signs, if he is not an affiliate of a Declarant, may not exercise any other special Declarant right, and is not subject to any liability or obligation as a Declarant, except the obligation to provide a public offering statement and any liability arising as a result thereof.

(4) A successor to all special Declarant rights who is not an affiliate of a Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under subsection (c), may declare his intention in a recorded instrument to hold those rights solely for transfer to any other person. Thereafter, until transferring all special Declarant rights to any Person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than the right to control the Council in accordance with the provisions of the Unit Property act and the Condominium Documents for the duration of any Declarant Control Period and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise special Declarant rights under this subsection, he is not subject to any liability or obligation as a Declarant other than liability for the successor's acts and omissions.

(f) Nothing in this Article subjects any successor to a special Declarant right to any claims against or other obligations of a transfer Declarant, other than claims and obligations arising under the Unit Property Act or the Condominium Documents.

ARTICLE XXIV

MISCELLANEOUS

Section 24.01. Interpretation, Severability and Enforcement

The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a Unit Property

(condominium) project. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers hereof and shall not be deemed relevant in the interpretation of this Declaration. This Declaration and the Code of Regulations shall, to all reasonable extent be deemed to be consistent with and supplementary to the provisions of the Delaware Unit Property Act and the City of Dover Zoning Ordinances. Any conflict between this Declaration and the Code of Regulations and the Unit Property Act shall, if not otherwise resolvable, be resolved in favor of the Unit Property Act. Any conflict between this Declaration and the Code of Regulations shall, if not otherwise resolvable, be resolved in favor of this Declaration. Compliance must at all times be made with the City of Dover Ordinances applicable hereto.

The unconstitutionality, illegality, invalidity or non-conformance with the Unit Property Act or the City of Dover Zoning Ordinances or any provisions of this Declaration or the Code of Regulations shall not affect the remaining portions thereof which shall thereupon be deemed of continuing validity, force and effect. Any provisions of this Declaration or of the Code of Regulations which may not be directly or indirectly provided for or permitted by the Unit Property Act or the City of Dover Zoning Ordinances, but which is not specifically prohibited by the Unit Property Act or the City of Dover Zoning Ordinances or by any other statute or rule of law, shall, if not enforceable under the Unit Property Act, or City of Dover Zoning Ordinances, be deemed to be a contractual undertaking and obligation, voluntarily assumed, by each and every Unit Owner, as the entirety of Unit Owners may be constituted from time to time, and such contractual undertaking and obligation shall be in consideration of the said assumption by each and every other Unit Owner, and same may be enforced by the Council in its name or on behalf of any one, more or all of the Unit Owners, or if the Council declines to act, by any one or more Unit Owners in the same manner as any other contractual

undertaking and obligation. No provisions in this Declaration or the Code of Regulations shall be deemed invalid, waived, abrogated or no longer enforceable by reason of the passage of time or of any failure to enforce same, irrespective of the length of time passed or the number of failures of enforcement of one or more of such provisions. If any provision of this Declaration or the Code of Regulations would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, such provisions shall be deemed to remain in effect until the death of the last surviving member of the original Council named herein plus 18 years thereafter.

Section 24.02. Termination

The Property may be removed from the provisions of the Unit Property Act by a revocation expressing the intention to so remove property previously made subject to the provisions of the Unit Property Act provided that compliance can be made with the City of Dover Zoning Ordinances. No such revocation shall be effective unless the same is executed by all of the Unit Owners and by the holders of all mortgages, judgments or other liens affecting the Units and is duly recorded and such revocation complies with the applicable Zoning Ordinances of the City of Dover. When the Property, subject to the provisions of the Unit Property Act has been removed as provided in Section 2229 of the Unit Property Act, the former Unit Owners shall at the time such removal becomes effective, become tenants in common of the Property. The undivided interest in the Property owned in common which shall appertain to each Unit Owner at the time of removal shall be the Proportionate Interest previously owned by such person in the Common Elements. The removal of the Property from the provisions of the Unit Property Act shall not preclude such Property from being resubmitted to the provisions of that Act in the manner provided therein by the Delaware Unit Property Act. Under the extant Zoning Ordinances of the City of Dover the property could not be removed from the Unit Property Act without affirmative action of the City of Dover.

7 11 2 '83

ARTICLE XXV

AMENDMENTS

Section 25.01. Amendment of Condominium Documents

(a) Vote Required. No amendment may be made to the Condominium Documents without the written consent of Declarant until four months after the Declarant shall have sold 75% or more of the total number of Units including all expandable phases provided for herein or until October 1, 1992 whichever date first occurs. Notwithstanding the provisions of this Article, so long as the Declarant owns one or more Units subject to this Declaration, no amendment to this Declaration shall be adopted that could interfere with the lease, sale or other disposition of such Unit(s) and the corresponding lot and manufactured home by the Declarant. Subject to the limitations imposed in this Article, this Declaration may be amended by the vote of record owners holding sixty-seven percent (67%) of the total of the undivided interest in the common elements duly held in accordance with the provisions of the Code of Regulations, provided, however, that any such proposed amendment shall have been approved in writing by the Mortgagee or Mortgagees holding mortgages constituting first liens on more than 51% of the Units subject to mortgages. No such amendment shall be effective until duly recorded. Provided, however, the Proportionate Interests shall not be changed except by unanimous consent of all the Unit Owners affected thereby, which change shall be evidenced by an appropriate amendatory declaration to such effect, duly recorded.

(b) Council's Right to Amend. In the event that any title insurance company licensed to do business in the State of Delaware, or any federally regulated lending institution desiring to furnish a mortgage loan to a condominium unit purchaser, so requires or advises, amendments correcting or clarifying on or more of the Declaration, Declaration Plan, and Code of Regulations in order to achieve compliance with the Unit Property Act may be made by Council without the consent, signature, or other action of any unit owner except the

Declarant. However, no material amendments to the Declaration, Declaration Plan and/or Code of Regulations shall be made without the prior written consent of any mortgagee holding first liens on more than 51% of the units subject to mortgages. Nor shall any amendment be made which, by design or happenstance, adversely and materially affects the value or use of one or more units without equally, insofar as practicable, affecting all others, except with the consent of all those who are more adversely affected.

ARTICLE XXVI

NO WAIVER

Section 26.01. No 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.

ARTICLE XXVII

PARTIAL INVALIDITY

Section 27.01. Partial 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 shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XXVIII

GOVERNING LAW

Section 28.01. Governing Law

This Declaration shall be construed and controlled by and under the laws of the State of Delaware.

ARTICLE XXIX

EFFECTIVE DATE

Section 29.01. Effective Date

The date when this Declaration, the Declaration Plan and the Code of Regulations is recorded in the Office of the Recorder of Deeds in and for Kent County, State of Delaware, is

the effective date of the Condominium. From and after the date of such recording, the Property herein described shall be and continue to be subject to each and all the terms hereof until this Declaration and this Condominium are terminated or abandoned according to the provisions of the Unit Property Act and the City of Dover Zoning Ordinances and of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed, the day and year aforesaid.

PERSIMMON PARK PLACE, L.P
A Delaware Limited Partnership

Signature of George F. Gardner, III
Handwritten note: "to ask for"

BY _____ (SEAL)
George F. Gardner, III
General Partner

BY _____ (SEAL)
Raymond J. Clatworthy
General Partner

BY _____ (SEAL)
Robert S. Appleby
General Partner

BY _____ (SEAL)
Richard M. Appleby, Jr.
General Partner

STATE OF DELAWARE *
* SS:
COUNTY OF KENT *

BE IT REMEMBERED, That on this 6th day of November, A.D., 1987, personally appeared before me, a Notary Public for the State and County aforesaid, GEORGE F. GARDNER, III, RAYMOND J. CLATWORTHY, ROBERT S. APPLEBY, RICHARD M. APPLEBY, JR., all of the general partners of Persimmon Park Place, L.P., a Delaware limited partnership, parties to this Declaration, known to me personally to be such, and acknowledged this Declaration to be their act and deed and the act and deed of said limited partnership; that the signature of the general partners is in their own proper handwriting and that their act of signing, sealing, acknowledging and delivering said Declaration was first duly authorized by said limited partnership.

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

Signature of Notary Public

Notary Public

WILMINGTON TRUST COMPANY is the first and sole mortgage holder and sole lienholder of the property being dedicated to condominium use by this Declaration. Wilmington trust Company

11-06-87

hereby consents to this Declaration of Condominium and manifests such consent by executing this Declaration.

Witness:

[Signature]

WILMINGTON TRUST COMPANY

BY: [Signature]
Davis H. Truax, Vice President.

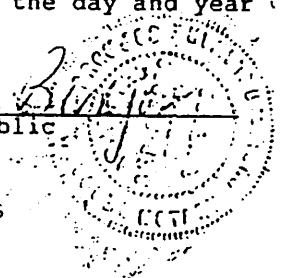
ATTEST: [Signature]
Hjst. Secretary

STATE OF DELAWARE *
* SS:
COUNTY OF NEW CASTLE*

BE IT REMEMBERED, That on this 6th day of November, A.D., 1987, personally appeared before me, a Notary Public for the State and County aforesaid, DAVIS H. TRUAX, Vice President of Wilmington Trust Company, a corporation existing under the laws of the State of Delaware, party to this Declaration, known to me personally to be such, and acknowledged this Declaration to be his act and deed and the act and deed of said corporation, that the signature of the Vice President is in his own proper handwriting and that his act of signing, sealing, acknowledging and delivering said Declaration was first duly authorized by a resolution of the Board of Directors of said corporation.

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

[Signature]
Notary Public



NOTARY PUBLIC
My Commission Expires September 8, 1988

SCHEDULE A

Phase I of the Persimmon Park Place Condominium is comprised of the land and Condominium Unit Compartment Numbers 1 through 100 as depicted on Section S-1 of the Declaration Plan dated October 2, 1987, prepared by Elliott Surveying of Dover, Delaware, which includes the Diamond State Telephone Company service building, two tennis courts, bathhouse, swimming pool and wading pool, common open recreation area, excess parking area and certain roads and portions of other roads all as depicted on the Declaration Plan for Persimmon Park Place Condominium.

The roads totally within Phase I and as depicted on Sheet 1 of the Declaration Plan are as follows:

Gordon Place
Gordon Drive
Primrose Drive
Primrose Court
Welch Drive
Carolyn Court

The roads partially within Phase I and as depicted on Sheet 1 of the Declaration Plan are as follows:

Persimmon Circle East
Beth Place

11-11-83

SCHEDULE B

Phase II of the Persimmon Park Place Condominium will be comprised of Condominium Unit Compartment Numbers 101 through 199 along with certain roads and portions of other roads, said roads being depicted on Sheet 1 of the Declaration Plan for Persimmon Park Place Condominium.

The roads totally within Phase II and as depicted on Sheet 1 of the Declaration Plan are as follows:

Karen Place
Susan Place

The roads partially within Phase II and as depicted on Sheet 1 of the Declaration Plan are as follows:

Persimmon Circle East
Beth Place

100-41-254

SCHEDULE C

Phase III of the Persimmon Park Place Condominium will be comprised of Condominium Unit Compartment Numbers 200 through 209 along with certain roads and portions of other roads, said roads being depicted on Sheet 1 of the Declaration Plan for Persimmon Park Place Condominium.

The roads totally within Phase III and as depicted on Sheet 1 of the Declaration Plan are as follows:

Kurt Drive
Maureen Place
Michele Drive
Sutton Drive
Jonathan Drive

The roads partially within Phase III and as depicted on Sheet II of the Declaration Plan are as follows:

Persimmon Circle West

SCHEDULE D

Phase IV of the Persimmon Park Place Condominium will be comprised of Condominium Unit Compartment Numbers 300 through 404 along with certain roads and portions of other roads, said roads being depicted on Sheet 1 of the Declaration Plan for Persimmon Park Place Condominium.

The roads totally within Phase IV and as depicted on Sheet 1 of the Declaration Plan are as follows:

Moore Place
Audrey Drive
Molly Drive
Molly Court

The roads partially within Phase IV and as depicted on Sheet 1 of the Declaration Plan are as follows:

Persimmon Circle West
Weaver Drive

SCHEDULE E

Phase V of the Persimmon Park Place Condominium will be comprised of Condominium Unit Compartment Numbers 405 through 505 along with certain roads and portions of other roads, said roads being depicted on Sheet 1 of the Declaration Plan for Persimmon Park Place Condominium.

The roads totally within Phase V and as depicted on Sheet 1 of the Declaration Plan are as follows:

McGinnis Drive
Farrall Drive
Vernell Court
Holland Court

The roads partially within Phase V and as depicted on Sheet 1 of the Declaration Plan are as follows:

Persimmon Circle West
Weaver Drive

1741-257

SCHEDULE F

All that parcel of land in the City of Dover, Kent County and State of Delaware, said land having been surveyed by Edward H. Richardson Associates, Inc., Comm. #4540 dated September 30, 1985, described as follows:

PARCEL C

BEGINNING for the following described lands at a point on the southerly side of Persimmon Tree Lane (also known as County Road #377) at 50' wide, said point being an iron pipe found marking a corner for the lands Now or Late of Sunshine Builders and of Jefferic Enterprises, Inc. (PARCEL C);

THENCE from the point of beginning along the southerly line of Persimmon Tree Lane the following three (3) courses and distances:

1. N 83 degrees 26' 25" E 100.52' to a placed iron pipe;
2. Along a curve to the left (R-22566.50') an arc distance of 465.15' to a placed iron pipe;
3. N 82 degrees 15' 35" E 255.10' to a corner for other lands of Pleasanton Park, Inc. (PARCEL A);

THENCE with the same S 13 degrees 10' 05" E 1669.43' to a point in line of other lands of Jefferic Enterprises, Inc.;

THENCE with the same, S 76 degrees 36' 27" W 905.02' to a placed iron pipe in the line of lands of a certain Parsons;

THENCE with the same and lands of William Ware, a certain Diamond, a certain Lindsey and the aforesaid Sunshine Builders, N 13 degrees 10' 05" W 1774.64' to the point and place of beginning.

Containing within the courses and distances as now surveyed, 35.7279 acres and is intended to be the same lands as PARCEL C previously defined by C. Kenneth Carter.

*Schedule "F" as herein described is a parcel of land containing 35.7279 acres. The precise metes and bounds description of Schedule "F" or whether Schedule "F" will be available at all for utilization as an expandable condominium is presently unknown and will remain unknown until the Department of Transportation of the State of Delaware makes a final selection for the "North-South Bypass Route" which, if said route is constructed, will impact a yet undetermined portion of the metes and bounds description described hereinabove. The current best thinking of Declarant is that it will be able to utilize approximately 12 acres of the above-described land which would result in the ability to construct approximately 50 units which would if constructed be annexed in as Phase VI of the Persimmon Park Place Condominium. If Phase VI is built out to its entirety it would be comprised of Condominium Unit Compartment Numbers 506 through 711 along with certain roads and extensions of existing roads. This Phase has not yet been designed since the final alignment of the by-pass is currently unknown.

SCHEDULE "G"

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership ** Of Common Elements</u>
1	\$50,000.00	1.0
2	\$50,000.00	1.0
3	\$50,000.00	1.0
4	\$50,000.00	1.0
5	\$50,000.00	1.0
6	\$50,000.00	1.0
7	\$50,000.00	1.0
8	\$50,000.00	1.0
9	\$50,000.00	1.0
10	\$50,000.00	1.0
11	\$50,000.00	1.0
12	\$50,000.00	1.0
13	\$50,000.00	1.0
14	\$50,000.00	1.0
15	\$50,000.00	1.0
16	\$50,000.00	1.0
17	\$50,000.00	1.0
18	\$50,000.00	1.0
19	\$50,000.00	1.0
20	\$50,000.00	1.0
21	\$50,000.00	1.0
22	\$50,000.00	1.0
23	\$50,000.00	1.0
24	\$50,000.00	1.0
25	\$50,000.00	1.0
26	\$50,000.00	1.0
27	\$50,000.00	1.0
28	\$50,000.00	1.0
29	\$50,000.00	1.0
30	\$50,000.00	1.0
31	\$50,000.00	1.0
32	\$50,000.00	1.0
33	\$50,000.00	1.0
34	\$50,000.00	1.0
35	\$50,000.00	1.0
36	\$50,000.00	1.0
37	\$50,000.00	1.0
38	\$50,000.00	1.0
39	\$50,000.00	1.0
40	\$50,000.00	1.0
41	\$50,000.00	1.0
42	\$50,000.00	1.0
43	\$50,000.00	1.0
44	\$50,000.00	1.0
45	\$50,000.00	1.0
46	\$50,000.00	1.0
47	\$50,000.00	1.0
48	\$50,000.00	1.0
49	\$50,000.00	1.0
50	\$50,000.00	1.0

* Valuation is for the sole purpose of fixing the percentage of ownership of common elements between and among all units in this phase and in the expandable phases.

** This percentage is also determinative of voting rights and common expenses. To establish that 100 percent of the percentage of ownership interest in the common elements is divided among the unit owners, the percentage of ownership interest in all the units, except for Phase 1, Unit No. 1, will be calculated, and subtracted from 100 percent. Unit 1, Phase 1, will then be assigned the resulting difference between 100 percent and the combined percentage interest of all the other units that are then annexed or to be annexed to the condominium.

11-279

SCHEDULE "G" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership ** Of Common Elements</u>
51	\$50,000.00	1.0
52	\$50,000.00	1.0
53	\$50,000.00	1.0
54	\$50,000.00	1.0
55	\$50,000.00	1.0
56	\$50,000.00	1.0
57	\$50,000.00	1.0
58	\$50,000.00	1.0
59	\$50,000.00	1.0
60	\$50,000.00	1.0
61	\$50,000.00	1.0
62	\$50,000.00	1.0
63	\$50,000.00	1.0
64	\$50,000.00	1.0
65	\$50,000.00	1.0
66	\$50,000.00	1.0
67	\$50,000.00	1.0
68	\$50,000.00	1.0
69	\$50,000.00	1.0
70	\$50,000.00	1.0
71	\$50,000.00	1.0
72	\$50,000.00	1.0
73	\$50,000.00	1.0
74	\$50,000.00	1.0
75	\$50,000.00	1.0
76	\$50,000.00	1.0
77	\$50,000.00	1.0
78	\$50,000.00	1.0
79	\$50,000.00	1.0
80	\$50,000.00	1.0
81	\$50,000.00	1.0
82	\$50,000.00	1.0
83	\$50,000.00	1.0
84	\$50,000.00	1.0
85	\$50,000.00	1.0
86	\$50,000.00	1.0
87	\$50,000.00	1.0
88	\$50,000.00	1.0
89	\$50,000.00	1.0
90	\$50,000.00	1.0
91	\$50,000.00	1.0
92	\$50,000.00	1.0
93	\$50,000.00	1.0
94	\$50,000.00	1.0
95	\$50,000.00	1.0
96	\$50,000.00	1.0
97	\$50,000.00	1.0
98	\$50,000.00	1.0
99	\$50,000.00	1.0
100	\$50,000.00	1.0

SCHEDULE VIII

In the event that the FFPSTOWN PARK PLACE COMMONHOLDING is expanded by Declarant, its successors and assigns, pursuant to the rights of expansion and amendment set forth in Article VII of this Declaration, through submission of the additional parcel of land to the United Property Act as Phase II of this condominium project, the details of which appear in Schedule B attached hereto and on the Declaration Plan; hence from and after the date of such expansion, the proportionate undivided interest in the common elements assigned to each unit shall be as follows, expressed in terms of percentage per unit:

Unit No.	Valuation	% of Ownership of Common Elements
1	\$50,000.00	.5050
2	\$50,000.00	.5025
3	\$50,000.00	.5025
4	\$50,000.00	.5025
5	\$50,000.00	.5025
6	\$50,000.00	.5025
7	\$50,000.00	.5025
8	\$50,000.00	.5025
9	\$50,000.00	.5025
10	\$50,000.00	.5025
11	\$50,000.00	.5025
12	\$50,000.00	.5025
13	\$50,000.00	.5025
14	\$50,000.00	.5025
15	\$50,000.00	.5025
16	\$50,000.00	.5025
17	\$50,000.00	.5025
18	\$50,000.00	.5025
19	\$50,000.00	.5025
20	\$50,000.00	.5025
21	\$50,000.00	.5025
22	\$50,000.00	.5025
23	\$50,000.00	.5025
24	\$50,000.00	.5025
25	\$50,000.00	.5025
26	\$50,000.00	.5025
27	\$50,000.00	.5025
28	\$50,000.00	.5025
29	\$50,000.00	.5025
30	\$50,000.00	.5025
31	\$50,000.00	.5025
32	\$50,000.00	.5025
33	\$50,000.00	.5025
34	\$50,000.00	.5025
35	\$50,000.00	.5025
36	\$50,000.00	.5025
37	\$50,000.00	.5025
38	\$50,000.00	.5025
39	\$50,000.00	.5025
40	\$50,000.00	.5025

Valuation is for the sole purpose of fixing the percentage of ownership of common elements between and among all units in this phase and in the expandable phases.

This percentage is also determinative of voting rights and common expenses. To establish that 100 percent of the percentage of ownership interest in the common elements is divided among the unit owners, the percentage of ownership interest in all the units, except for Phase I, [Unit No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40] has been calculated, and subtracted from 100 percent. Unit 1, [Unit No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40] has been assigned the resulting difference between the percent and the common element interest of all the other units that are then annexed or to be annexed to the condominium.

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SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership ** of Common Elements</u>
41	\$50,000.00	.5025
42	\$50,000.00	.5025
43	\$50,000.00	.5025
44	\$50,000.00	.5025
45	\$50,000.00	.5025
46	\$50,000.00	.5025
47	\$50,000.00	.5025
48	\$50,000.00	.5025
49	\$50,000.00	.5025
50	\$50,000.00	.5025
51	\$50,000.00	.5025
52	\$50,000.00	.5025
53	\$50,000.00	.5025
54	\$50,000.00	.5025
55	\$50,000.00	.5025
56	\$50,000.00	.5025
57	\$50,000.00	.5025
58	\$50,000.00	.5025
59	\$50,000.00	.5025
60	\$50,000.00	.5025
61	\$50,000.00	.5025
62	\$50,000.00	.5025
63	\$50,000.00	.5025
64	\$50,000.00	.5025
65	\$50,000.00	.5025
66	\$50,000.00	.5025
67	\$50,000.00	.5025
68	\$50,000.00	.5025
69	\$50,000.00	.5025
70	\$50,000.00	.5025
71	\$50,000.00	.5025
72	\$50,000.00	.5025
73	\$50,000.00	.5025
74	\$50,000.00	.5025
75	\$50,000.00	.5025
76	\$50,000.00	.5025
77	\$50,000.00	.5025
78	\$50,000.00	.5025
79	\$50,000.00	.5025
80	\$50,000.00	.5025
81	\$50,000.00	.5025
82	\$50,000.00	.5025
83	\$50,000.00	.5025
84	\$50,000.00	.5025
85	\$50,000.00	.5025
86	\$50,000.00	.5025
87	\$50,000.00	.5025
88	\$50,000.00	.5025
89	\$50,000.00	.5025
90	\$50,000.00	.5025
91	\$50,000.00	.5025
92	\$50,000.00	.5025
93	\$50,000.00	.5025
94	\$50,000.00	.5025
95	\$50,000.00	.5025
96	\$50,000.00	.5025
97	\$50,000.00	.5025
98	\$50,000.00	.5025
99	\$50,000.00	.5025
100	\$50,000.00	.5025

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership ** of Common Elements</u>
101	\$50,000.00	.5025
102	\$50,000.00	.5025
103	\$50,000.00	.5025
104	\$50,000.00	.5025
105	\$50,000.00	.5025
106	\$50,000.00	.5025
107	\$50,000.00	.5025
108	\$50,000.00	.5025
109	\$50,000.00	.5025
110	\$50,000.00	.5025
111	\$50,000.00	.5025
112	\$50,000.00	.5025
113	\$50,000.00	.5025
114	\$50,000.00	.5025
115	\$50,000.00	.5025
116	\$50,000.00	.5025
117	\$50,000.00	.5025
118	\$50,000.00	.5025
119	\$50,000.00	.5025
120	\$50,000.00	.5025
121	\$50,000.00	.5025
122	\$50,000.00	.5025
123	\$50,000.00	.5025
124	\$50,000.00	.5025
125	\$50,000.00	.5025
126	\$50,000.00	.5025
127	\$50,000.00	.5025
128	\$50,000.00	.5025
129	\$50,000.00	.5025
130	\$50,000.00	.5025
131	\$50,000.00	.5025
132	\$50,000.00	.5025
133	\$50,000.00	.5025
134	\$50,000.00	.5025
135	\$50,000.00	.5025
136	\$50,000.00	.5025
137	\$50,000.00	.5025
138	\$50,000.00	.5025
139	\$50,000.00	.5025
140	\$50,000.00	.5025
141	\$50,000.00	.5025
142	\$50,000.00	.5025
143	\$50,000.00	.5025
144	\$50,000.00	.5025
145	\$50,000.00	.5025
146	\$50,000.00	.5025
147	\$50,000.00	.5025
148	\$50,000.00	.5025
149	\$50,000.00	.5025
150	\$50,000.00	.5025
151	\$50,000.00	.5025
152	\$50,000.00	.5025
153	\$50,000.00	.5025
154	\$50,000.00	.5025
155	\$50,000.00	.5025
156	\$50,000.00	.5025
157	\$50,000.00	.5025
158	\$50,000.00	.5025
159	\$50,000.00	.5025
160	\$50,000.00	.5025

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SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership ** Of Common Element</u>
161	\$50,000.00	.5025
162	\$50,000.00	.5025
163	\$50,000.00	.5025
164	\$50,000.00	.5025
165	\$50,000.00	.5025
166	\$50,000.00	.5025
167	\$50,000.00	.5025
168	\$50,000.00	.5025
169	\$50,000.00	.5025
170	\$50,000.00	.5025
171	\$50,000.00	.5025
172	\$50,000.00	.5025
173	\$50,000.00	.5025
174	\$50,000.00	.5025
175	\$50,000.00	.5025
176	\$50,000.00	.5025
177	\$50,000.00	.5025
178	\$50,000.00	.5025
179	\$50,000.00	.5025
180	\$50,000.00	.5025
181	\$50,000.00	.5025
182	\$50,000.00	.5025
183	\$50,000.00	.5025
184	\$50,000.00	.5025
185	\$50,000.00	.5025
186	\$50,000.00	.5025
187	\$50,000.00	.5025
188	\$50,000.00	.5025
189	\$50,000.00	.5025
190	\$50,000.00	.5025
191	\$50,000.00	.5025
192	\$50,000.00	.5025
193	\$50,000.00	.5025
194	\$50,000.00	.5025
195	\$50,000.00	.5025
196	\$50,000.00	.5025
197	\$50,000.00	.5025
198	\$50,000.00	.5025
199	\$50,000.00	.5025

SCHEDULE "H" (CONT'D)

In the event that the PERSIMMON PARK PLACE CONDOMINIUM is expanded by Declarant, its successors and assigns, pursuant to the rights of expansion and amendment set forth in Article VII of this Declaration, through submission of the additional parcel of land to the Unit Property Act as Phase III of this condominium project, the details of which appear in Schedule C attached hereto and on the Declaration Plan; then from and after the date of such expansion, the proportionate undivided interest in the common elements assigned to each unit shall be as follows, expressed in terms of percentage per unit:

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership of Common Elements **</u>
1	\$50,000.00	.3312
2	\$50,000.00	.3236
3	\$50,000.00	.3236
4	\$50,000.00	.3236
5	\$50,000.00	.3236
6	\$50,000.00	.3236
7	\$50,000.00	.3236
8	\$50,000.00	.3236
9	\$50,000.00	.3236
10	\$50,000.00	.3236
11	\$50,000.00	.3236
12	\$50,000.00	.3236
13	\$50,000.00	.3236
14	\$50,000.00	.3236
15	\$50,000.00	.3236
16	\$50,000.00	.3236
17	\$50,000.00	.3236
18	\$50,000.00	.3236
19	\$50,000.00	.3236
20	\$50,000.00	.3236
21	\$50,000.00	.3236
22	\$50,000.00	.3236
23	\$50,000.00	.3236
24	\$50,000.00	.3236
25	\$50,000.00	.3236
26	\$50,000.00	.3236
27	\$50,000.00	.3236
28	\$50,000.00	.3236
29	\$50,000.00	.3236
30	\$50,000.00	.3236
31	\$50,000.00	.3236
32	\$50,000.00	.3236
33	\$50,000.00	.3236
34	\$50,000.00	.3236
35	\$50,000.00	.3236
36	\$50,000.00	.3236
37	\$50,000.00	.3236
38	\$50,000.00	.3236
39	\$50,000.00	.3236
40	\$50,000.00	.3236

* Valuation is for the sole purpose of fixing the percentage of ownership of common elements between and among all units in this phase and in the expandable phases.

** This percentage is also determinative of voting rights and common expenses. To establish that 100 percent of the percentage of ownership interest in the common elements is divided among the unit owners, the percentage of ownership interest in all the units, except for Phase I, Unit No. 1, will be calculated, and subtracted from 100 percent. Unit 1, Phase I, will then be assigned the resulting difference between 100 percent and the combined percentage interest of all the other units that are then annexed or to be annexed to the condominium.

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
41	\$50,000.00	.3236
42	\$50,000.00	.3236
43	\$50,000.00	.3236
44	\$50,000.00	.3236
45	\$50,000.00	.3236
46	\$50,000.00	.3236
47	\$50,000.00	.3236
48	\$50,000.00	.3236
49	\$50,000.00	.3236
50	\$50,000.00	.3236
51	\$50,000.00	.3236
52	\$50,000.00	.3236
53	\$50,000.00	.3236
54	\$50,000.00	.3236
55	\$50,000.00	.3236
56	\$50,000.00	.3236
57	\$50,000.00	.3236
58	\$50,000.00	.3236
59	\$50,000.00	.3236
60	\$50,000.00	.3236
61	\$50,000.00	.3236
62	\$50,000.00	.3236
63	\$50,000.00	.3236
64	\$50,000.00	.3236
65	\$50,000.00	.3236
66	\$50,000.00	.3236
67	\$50,000.00	.3236
68	\$50,000.00	.3236
69	\$50,000.00	.3236
70	\$50,000.00	.3236
71	\$50,000.00	.3236
72	\$50,000.00	.3236
73	\$50,000.00	.3236
74	\$50,000.00	.3236
75	\$50,000.00	.3236
76	\$50,000.00	.3236
77	\$50,000.00	.3236
78	\$50,000.00	.3236
79	\$50,000.00	.3236
80	\$50,000.00	.3236
81	\$50,000.00	.3236
82	\$50,000.00	.3236
83	\$50,000.00	.3236
84	\$50,000.00	.3236
85	\$50,000.00	.3236
86	\$50,000.00	.3236
87	\$50,000.00	.3236
88	\$50,000.00	.3236
89	\$50,000.00	.3236
90	\$50,000.00	.3236
91	\$50,000.00	.3236
92	\$50,000.00	.3236
93	\$50,000.00	.3236
94	\$50,000.00	.3236
95	\$50,000.00	.3236
96	\$50,000.00	.3236
97	\$50,000.00	.3236
98	\$50,000.00	.3236
99	\$50,000.00	.3236
100	\$50,000.00	.3236

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
101	\$50,000.00	.3236
102	\$50,000.00	.3236
103	\$50,000.00	.3236
104	\$50,000.00	.3236
105	\$50,000.00	.3236
106	\$50,000.00	.3236
107	\$50,000.00	.3236
108	\$50,000.00	.3236
109	\$50,000.00	.3236
110	\$50,000.00	.3236
111	\$50,000.00	.3236
112	\$50,000.00	.3236
113	\$50,000.00	.3236
114	\$50,000.00	.3236
115	\$50,000.00	.3236
116	\$50,000.00	.3236
117	\$50,000.00	.3236
118	\$50,000.00	.3236
119	\$50,000.00	.3236
120	\$50,000.00	.3236
121	\$50,000.00	.3236
122	\$50,000.00	.3236
123	\$50,000.00	.3236
124	\$50,000.00	.3236
125	\$50,000.00	.3236
126	\$50,000.00	.3236
127	\$50,000.00	.3236
128	\$50,000.00	.3236
129	\$50,000.00	.3236
130	\$50,000.00	.3236
131	\$50,000.00	.3236
132	\$50,000.00	.3236
133	\$50,000.00	.3236
134	\$50,000.00	.3236
135	\$50,000.00	.3236
136	\$50,000.00	.3236
137	\$50,000.00	.3236
138	\$50,000.00	.3236
139	\$50,000.00	.3236
140	\$50,000.00	.3236
141	\$50,000.00	.3236
142	\$50,000.00	.3236
143	\$50,000.00	.3236
144	\$50,000.00	.3236
145	\$50,000.00	.3236
146	\$50,000.00	.3236
147	\$50,000.00	.3236
148	\$50,000.00	.3236
149	\$50,000.00	.3236
150	\$50,000.00	.3236
151	\$50,000.00	.3236
152	\$50,000.00	.3236
153	\$50,000.00	.3236
154	\$50,000.00	.3236
155	\$50,000.00	.3236
156	\$50,000.00	.3236
157	\$50,000.00	.3236
158	\$50,000.00	.3236
159	\$50,000.00	.3236
160	\$50,000.00	.3236

SCHEDULE "II" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
161	\$50,000.00	.3236
162	\$50,000.00	.3236
163	\$50,000.00	.3236
164	\$50,000.00	.3236
165	\$50,000.00	.3236
166	\$50,000.00	.3236
167	\$50,000.00	.3236
168	\$50,000.00	.3236
169	\$50,000.00	.3236
170	\$50,000.00	.3236
171	\$50,000.00	.3236
172	\$50,000.00	.3236
173	\$50,000.00	.3236
174	\$50,000.00	.3236
175	\$50,000.00	.3236
176	\$50,000.00	.3236
177	\$50,000.00	.3236
178	\$50,000.00	.3236
179	\$50,000.00	.3236
180	\$50,000.00	.3236
181	\$50,000.00	.3236
182	\$50,000.00	.3236
183	\$50,000.00	.3236
184	\$50,000.00	.3236
185	\$50,000.00	.3236
186	\$50,000.00	.3236
187	\$50,000.00	.3236
188	\$50,000.00	.3236
189	\$50,000.00	.3236
190	\$50,000.00	.3236
191	\$50,000.00	.3236
192	\$50,000.00	.3236
193	\$50,000.00	.3236
194	\$50,000.00	.3236
195	\$50,000.00	.3236
196	\$50,000.00	.3236
197	\$50,000.00	.3236
198	\$50,000.00	.3236
199	\$50,000.00	.3236
200	\$50,000.00	.3236
201	\$50,000.00	.3236
202	\$50,000.00	.3236
203	\$50,000.00	.3236
204	\$50,000.00	.3236
205	\$50,000.00	.3236
206	\$50,000.00	.3236
207	\$50,000.00	.3236
208	\$50,000.00	.3236
209	\$50,000.00	.3236
210	\$50,000.00	.3236
211	\$50,000.00	.3236
212	\$50,000.00	.3236
213	\$50,000.00	.3236
214	\$50,000.00	.3236
215	\$50,000.00	.3236
216	\$50,000.00	.3236
217	\$50,000.00	.3236
218	\$50,000.00	.3236
219	\$50,000.00	.3236
220	\$50,000.00	.3236

SCHEDULE "W" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
221	\$50,000.00	.3236
222	\$50,000.00	.3236
223	\$50,000.00	.3236
224	\$50,000.00	.3236
225	\$50,000.00	.3236
226	\$50,000.00	.3236
227	\$50,000.00	.3236
228	\$50,000.00	.3236
229	\$50,000.00	.3236
230	\$50,000.00	.3236
231	\$50,000.00	.3236
232	\$50,000.00	.3236
233	\$50,000.00	.3236
234	\$50,000.00	.3236
235	\$50,000.00	.3236
236	\$50,000.00	.3236
237	\$50,000.00	.3236
238	\$50,000.00	.3236
239	\$50,000.00	.3236
240	\$50,000.00	.3236
241	\$50,000.00	.3236
242	\$50,000.00	.3236
243	\$50,000.00	.3236
244	\$50,000.00	.3236
245	\$50,000.00	.3236
246	\$50,000.00	.3236
247	\$50,000.00	.3236
248	\$50,000.00	.3236
249	\$50,000.00	.3236
250	\$50,000.00	.3236
251	\$50,000.00	.3236
252	\$50,000.00	.3236
253	\$50,000.00	.3236
254	\$50,000.00	.3236
255	\$50,000.00	.3236
256	\$50,000.00	.3236
257	\$50,000.00	.3236
258	\$50,000.00	.3236
260	\$50,000.00	.3236
261	\$50,000.00	.3236
262	\$50,000.00	.3236
263	\$50,000.00	.3236
264	\$50,000.00	.3236
265	\$50,000.00	.3236
266	\$50,000.00	.3236
267	\$50,000.00	.3236
268	\$50,000.00	.3236
269	\$50,000.00	.3236
270	\$50,000.00	.3236
271	\$50,000.00	.3236
272	\$50,000.00	.3236
273	\$50,000.00	.3236
274	\$50,000.00	.3236
275	\$50,000.00	.3236
276	\$50,000.00	.3236
277	\$50,000.00	.3236
278	\$50,000.00	.3236
279	\$50,000.00	.3236
280	\$50,000.00	.3236

250
SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
281	\$50,000.00	.3236
282	\$50,000.00	.3236
283	\$50,000.00	.3236
284	\$50,000.00	.3236
285	\$50,000.00	.3236
286	\$50,000.00	.3236
287	\$50,000.00	.3236
288	\$50,000.00	.3236
289	\$50,000.00	.3236
290	\$50,000.00	.3236
291	\$50,000.00	.3236
292	\$50,000.00	.3236
293	\$50,000.00	.3236
294	\$50,000.00	.3236
295	\$50,000.00	.3236
296	\$50,000.00	.3236
297	\$50,000.00	.3236
298	\$50,000.00	.3236
299	\$50,000.00	.3236
300	\$50,000.00	.3236
301	\$50,000.00	.3236
302	\$50,000.00	.3236
303	\$50,000.00	.3236
304	\$50,000.00	.3236
305	\$50,000.00	.3236
306	\$50,000.00	.3236
307	\$50,000.00	.3236
308	\$50,000.00	.3236
309	\$50,000.00	.3236

P E R S I M M O N
SCHEDULE "H" (CONT'D)

In the event that the PERSIMMON PARK PLACE CONDOMINIUM is expanded by Declarant, its successors and assigns, pursuant to the rights of expansion and amendment set forth in Article VII of this Declaration, through submission of the additional parcel of land to the Unit Property Act as Phase IV of this condominium project, the details of which appear in Schedule D attached hereto and on the Declaration Plan; then from and after the date of such expansion, the proportionate undivided interest in the common elements assigned to each unit shall be as follows, expressed in terms of percentage per unit:

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
1	\$50,000.00	.2605
2	\$50,000.00	.2415
3	\$50,000.00	.2415
4	\$50,000.00	.2415
5	\$50,000.00	.2415
6	\$50,000.00	.2415
7	\$50,000.00	.2415
8	\$50,000.00	.2415
9	\$50,000.00	.2415
10	\$50,000.00	.2415
11	\$50,000.00	.2415
12	\$50,000.00	.2415
13	\$50,000.00	.2415
14	\$50,000.00	.2415
15	\$50,000.00	.2415
16	\$50,000.00	.2415
17	\$50,000.00	.2415
18	\$50,000.00	.2415
19	\$50,000.00	.2415
20	\$50,000.00	.2415
21	\$50,000.00	.2415
22	\$50,000.00	.2415
23	\$50,000.00	.2415
24	\$50,000.00	.2415
25	\$50,000.00	.2415
26	\$50,000.00	.2415
27	\$50,000.00	.2415
28	\$50,000.00	.2415
29	\$50,000.00	.2415
30	\$50,000.00	.2415
31	\$50,000.00	.2415
32	\$50,000.00	.2415
33	\$50,000.00	.2415
34	\$50,000.00	.2415
35	\$50,000.00	.2415
36	\$50,000.00	.2415
37	\$50,000.00	.2415
38	\$50,000.00	.2415
39	\$50,000.00	.2415
40	\$50,000.00	.2415

* Valuation is for the sole purpose of fixing the percentage of ownership of common elements between and among all units in this phase and in the expandable phases.

** This percentage is also determinative of voting rights and common expenses. To establish that 100 percent of the percentage of ownership interest in the common elements is divided among the unit owners, the percentage of ownership interest in all the units, except for Phase I, Unit No. 1, will be calculated, and subtracted from 100 percent. Unit 1, Phase I, will then be assigned the resulting difference between 100 percent and the combined percentage interest of all the other units that are then annexed or to be annexed to the condominium.

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
41	\$50,000.00	.2415
42	\$50,000.00	.2415
43	\$50,000.00	.2415
44	\$50,000.00	.2415
45	\$50,000.00	.2415
46	\$50,000.00	.2415
47	\$50,000.00	.2415
48	\$50,000.00	.2415
49	\$50,000.00	.2415
50	\$50,000.00	.2415
51	\$50,000.00	.2415
52	\$50,000.00	.2415
53	\$50,000.00	.2415
54	\$50,000.00	.2415
55	\$50,000.00	.2415
56	\$50,000.00	.2415
57	\$50,000.00	.2415
58	\$50,000.00	.2415
59	\$50,000.00	.2415
60	\$50,000.00	.2415
61	\$50,000.00	.2415
62	\$50,000.00	.2415
63	\$50,000.00	.2415
64	\$50,000.00	.2415
65	\$50,000.00	.2415
66	\$50,000.00	.2415
67	\$50,000.00	.2415
68	\$50,000.00	.2415
69	\$50,000.00	.2415
70	\$50,000.00	.2415
71	\$50,000.00	.2415
72	\$50,000.00	.2415
73	\$50,000.00	.2415
74	\$50,000.00	.2415
75	\$50,000.00	.2415
76	\$50,000.00	.2415
77	\$50,000.00	.2415
78	\$50,000.00	.2415
79	\$50,000.00	.2415
80	\$50,000.00	.2415
81	\$50,000.00	.2415
82	\$50,000.00	.2415
83	\$50,000.00	.2415
84	\$50,000.00	.2415
85	\$50,000.00	.2415
86	\$50,000.00	.2415
87	\$50,000.00	.2415
88	\$50,000.00	.2415
89	\$50,000.00	.2415
90	\$50,000.00	.2415
91	\$50,000.00	.2415
92	\$50,000.00	.2415
93	\$50,000.00	.2415
94	\$50,000.00	.2415
95	\$50,000.00	.2415
96	\$50,000.00	.2415
97	\$50,000.00	.2415
98	\$50,000.00	.2415
99	\$50,000.00	.2415
100	\$50,000.00	.2415

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
101	\$50,000.00	.2415
102	\$50,000.00	.2415
103	\$50,000.00	.2415
104	\$50,000.00	.2415
105	\$50,000.00	.2415
106	\$50,000.00	.2415
107	\$50,000.00	.2415
108	\$50,000.00	.2415
109	\$50,000.00	.2415
110	\$50,000.00	.2415
111	\$50,000.00	.2415
112	\$50,000.00	.2415
113	\$50,000.00	.2415
114	\$50,000.00	.2415
115	\$50,000.00	.2415
116	\$50,000.00	.2415
117	\$50,000.00	.2415
118	\$50,000.00	.2415
119	\$50,000.00	.2415
120	\$50,000.00	.2415
121	\$50,000.00	.2415
122	\$50,000.00	.2415
123	\$50,000.00	.2415
124	\$50,000.00	.2415
125	\$50,000.00	.2415
126	\$50,000.00	.2415
127	\$50,000.00	.2415
128	\$50,000.00	.2415
129	\$50,000.00	.2415
130	\$50,000.00	.2415
131	\$50,000.00	.2415
132	\$50,000.00	.2415
133	\$50,000.00	.2415
134	\$50,000.00	.2415
135	\$50,000.00	.2415
136	\$50,000.00	.2415
137	\$50,000.00	.2415
138	\$50,000.00	.2415
139	\$50,000.00	.2415
140	\$50,000.00	.2415
141	\$50,000.00	.2415
142	\$50,000.00	.2415
143	\$50,000.00	.2415
144	\$50,000.00	.2415
145	\$50,000.00	.2415
146	\$50,000.00	.2415
147	\$50,000.00	.2415
148	\$50,000.00	.2415
149	\$50,000.00	.2415
150	\$50,000.00	.2415
151	\$50,000.00	.2415
152	\$50,000.00	.2415
153	\$50,000.00	.2415
154	\$50,000.00	.2415
155	\$50,000.00	.2415
156	\$50,000.00	.2415
157	\$50,000.00	.2415
158	\$50,000.00	.2415
159	\$50,000.00	.2415
160	\$50,000.00	.2415

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
161	\$50,000.00	.2415
162	\$50,000.00	.2415
163	\$50,000.00	.2415
164	\$50,000.00	.2415
165	\$50,000.00	.2415
166	\$50,000.00	.2415
167	\$50,000.00	.2415
168	\$50,000.00	.2415
169	\$50,000.00	.2415
170	\$50,000.00	.2415
171	\$50,000.00	.2415
172	\$50,000.00	.2415
173	\$50,000.00	.2415
174	\$50,000.00	.2415
175	\$50,000.00	.2415
176	\$50,000.00	.2415
177	\$50,000.00	.2415
178	\$50,000.00	.2415
179	\$50,000.00	.2415
180	\$50,000.00	.2415
181	\$50,000.00	.2415
182	\$50,000.00	.2415
183	\$50,000.00	.2415
184	\$50,000.00	.2415
185	\$50,000.00	.2415
186	\$50,000.00	.2415
187	\$50,000.00	.2415
188	\$50,000.00	.2415
189	\$50,000.00	.2415
190	\$50,000.00	.2415
191	\$50,000.00	.2415
192	\$50,000.00	.2415
193	\$50,000.00	.2415
194	\$50,000.00	.2415
195	\$50,000.00	.2415
196	\$50,000.00	.2415
197	\$50,000.00	.2415
198	\$50,000.00	.2415
199	\$50,000.00	.2415
200	\$50,000.00	.2415
201	\$50,000.00	.2415
202	\$50,000.00	.2415
203	\$50,000.00	.2415
204	\$50,000.00	.2415
205	\$50,000.00	.2415
206	\$50,000.00	.2415
207	\$50,000.00	.2415
208	\$50,000.00	.2415
209	\$50,000.00	.2415
210	\$50,000.00	.2415
211	\$50,000.00	.2415
212	\$50,000.00	.2415
213	\$50,000.00	.2415
214	\$50,000.00	.2415
215	\$50,000.00	.2415
216	\$50,000.00	.2415
217	\$50,000.00	.2415
218	\$50,000.00	.2415
219	\$50,000.00	.2415
220	\$50,000.00	.2415

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
221	\$50,000.00	.2415
222	\$50,000.00	.2415
223	\$50,000.00	.2415
224	\$50,000.00	.2415
225	\$50,000.00	.2415
226	\$50,000.00	.2415
227	\$50,000.00	.2415
228	\$50,000.00	.2415
229	\$50,000.00	.2415
230	\$50,000.00	.2415
231	\$50,000.00	.2415
232	\$50,000.00	.2415
233	\$50,000.00	.2415
234	\$50,000.00	.2415
235	\$50,000.00	.2415
236	\$50,000.00	.2415
237	\$50,000.00	.2415
238	\$50,000.00	.2415
239	\$50,000.00	.2415
240	\$50,000.00	.2415
241	\$50,000.00	.2415
242	\$50,000.00	.2415
243	\$50,000.00	.2415
244	\$50,000.00	.2415
245	\$50,000.00	.2415
246	\$50,000.00	.2415
247	\$50,000.00	.2415
248	\$50,000.00	.2415
249	\$50,000.00	.2415
250	\$50,000.00	.2415
251	\$50,000.00	.2415
252	\$50,000.00	.2415
253	\$50,000.00	.2415
254	\$50,000.00	.2415
255	\$50,000.00	.2415
256	\$50,000.00	.2415
257	\$50,000.00	.2415
258	\$50,000.00	.2415
259	\$50,000.00	.2415
260	\$50,000.00	.2415
261	\$50,000.00	.2415
262	\$50,000.00	.2415
263	\$50,000.00	.2415
264	\$50,000.00	.2415
265	\$50,000.00	.2415
266	\$50,000.00	.2415
267	\$50,000.00	.2415
268	\$50,000.00	.2415
268	\$50,000.00	.2415
269	\$50,000.00	.2415
270	\$50,000.00	.2415
271	\$50,000.00	.2415
272	\$50,000.00	.2415
273	\$50,000.00	.2415
274	\$50,000.00	.2415
275	\$50,000.00	.2415
276	\$50,000.00	.2415
277	\$50,000.00	.2415
278	\$50,000.00	.2415
279	\$50,000.00	.2415
280	\$50,000.00	.2415

275
SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
281	\$50,000.00	.2415
282	\$50,000.00	.2415
283	\$50,000.00	.2415
284	\$50,000.00	.2415
285	\$50,000.00	.2415
286	\$50,000.00	.2415
287	\$50,000.00	.2415
288	\$50,000.00	.2415
289	\$50,000.00	.2415
290	\$50,000.00	.2415
291	\$50,000.00	.2415
292	\$50,000.00	.2415
293	\$50,000.00	.2415
294	\$50,000.00	.2415
295	\$50,000.00	.2415
296	\$50,000.00	.2415
297	\$50,000.00	.2415
298	\$50,000.00	.2415
299	\$50,000.00	.2415
300	\$50,000.00	.2415
301	\$50,000.00	.2415
302	\$50,000.00	.2415
303	\$50,000.00	.2415
304	\$50,000.00	.2415
305	\$50,000.00	.2415
306	\$50,000.00	.2415
307	\$50,000.00	.2415
308	\$50,000.00	.2415
309	\$50,000.00	.2415
310	\$50,000.00	.2415
311	\$50,000.00	.2415
312	\$50,000.00	.2415
313	\$50,000.00	.2415
314	\$50,000.00	.2415
315	\$50,000.00	.2415
316	\$50,000.00	.2415
317	\$50,000.00	.2415
318	\$50,000.00	.2415
319	\$50,000.00	.2415
320	\$50,000.00	.2415
321	\$50,000.00	.2415
322	\$50,000.00	.2415
323	\$50,000.00	.2415
324	\$50,000.00	.2415
325	\$50,000.00	.2415
326	\$50,000.00	.2415
327	\$50,000.00	.2415
328	\$50,000.00	.2415
329	\$50,000.00	.2415
330	\$50,000.00	.2415
331	\$50,000.00	.2415
332	\$50,000.00	.2415
333	\$50,000.00	.2415
334	\$50,000.00	.2415
335	\$50,000.00	.2415
336	\$50,000.00	.2415
337	\$50,000.00	.2415
338	\$50,000.00	.2415
339	\$50,000.00	.2415
340	\$50,000.00	.2415

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SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>Z Of Ownership Of Common Elements **</u>
341	\$50,000.00	.2415
342	\$50,000.00	.2415
343	\$50,000.00	.2415
344	\$50,000.00	.2415
345	\$50,000.00	.2415
346	\$50,000.00	.2415
347	\$50,000.00	.2415
348	\$50,000.00	.2415
349	\$50,000.00	.2415
350	\$50,000.00	.2415
351	\$50,000.00	.2415
352	\$50,000.00	.2415
353	\$50,000.00	.2415
354	\$50,000.00	.2415
355	\$50,000.00	.2415
356	\$50,000.00	.2415
357	\$50,000.00	.2415
358	\$50,000.00	.2415
359	\$50,000.00	.2415
360	\$50,000.00	.2415
361	\$50,000.00	.2415
362	\$50,000.00	.2415
363	\$50,000.00	.2415
364	\$50,000.00	.2415
365	\$50,000.00	.2415
366	\$50,000.00	.2415
367	\$50,000.00	.2415
368	\$50,000.00	.2415
369	\$50,000.00	.2415
370	\$50,000.00	.2415
371	\$50,000.00	.2415
372	\$50,000.00	.2415
373	\$50,000.00	.2415
374	\$50,000.00	.2415
375	\$50,000.00	.2415
376	\$50,000.00	.2415
377	\$50,000.00	.2415
378	\$50,000.00	.2415
379	\$50,000.00	.2415
380	\$50,000.00	.2415
381	\$50,000.00	.2415
382	\$50,000.00	.2415
383	\$50,000.00	.2415
384	\$50,000.00	.2415
385	\$50,000.00	.2415
386	\$50,000.00	.2415
387	\$50,000.00	.2415
388	\$50,000.00	.2415
389	\$50,000.00	.2415
390	\$50,000.00	.2415
391	\$50,000.00	.2415
392	\$50,000.00	.2415
393	\$50,000.00	.2415
394	\$50,000.00	.2415
395	\$50,000.00	.2415
396	\$50,000.00	.2415
397	\$50,000.00	.2415
398	\$50,000.00	.2415
399	\$50,000.00	.2415
400	\$50,000.00	.2415

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
401	\$50,000.00	.2415
402	\$50,000.00	.2415
403	\$50,000.00	.2415
404	\$50,000.00	.2415
405	\$50,000.00	.2415
406	\$50,000.00	.2415
407	\$50,000.00	.2415
408	\$50,000.00	.2415
409	\$50,000.00	.2415
410	\$50,000.00	.2415
411	\$50,000.00	.2415
412	\$50,000.00	.2415
413	\$50,000.00	.2415
414	\$50,000.00	.2415

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SCHEDULE "H" (CONT'D)

In the event that the PERSIMMON PARK PLACE CONDOMINIUM is expanded by Declarant, its successors and assigns, pursuant to the rights of expansion and amendment set forth in Article VII of this Declaration, through submission of the additional parcel of land to the Unit Property Act as Phase V of this condominium project, the details of which appear in Schedule E attached hereto and on the Declaration Plan; then from and after the date of such expansion, the proportionate undivided interest in the common elements assigned to each unit shall be as follows, expressed in terms of percentage per unit:

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
1	\$50,000.00	.1812
2	\$50,000.00	.1942
3	\$50,000.00	.1942
4	\$50,000.00	.1942
5	\$50,000.00	.1942
6	\$50,000.00	.1942
7	\$50,000.00	.1942
8	\$50,000.00	.1942
9	\$50,000.00	.1942
10	\$50,000.00	.1942
11	\$50,000.00	.1942
12	\$50,000.00	.1942
13	\$50,000.00	.1942
14	\$50,000.00	.1942
15	\$50,000.00	.1942
16	\$50,000.00	.1942
17	\$50,000.00	.1942
18	\$50,000.00	.1942
19	\$50,000.00	.1942
20	\$50,000.00	.1942
21	\$50,000.00	.1942
22	\$50,000.00	.1942
23	\$50,000.00	.1942
24	\$50,000.00	.1942
25	\$50,000.00	.1942
26	\$50,000.00	.1942
27	\$50,000.00	.1942
28	\$50,000.00	.1942
29	\$50,000.00	.1942
30	\$50,000.00	.1942
31	\$50,000.00	.1942
32	\$50,000.00	.1942
33	\$50,000.00	.1942
34	\$50,000.00	.1942
35	\$50,000.00	.1942
36	\$50,000.00	.1942
37	\$50,000.00	.1942
38	\$50,000.00	.1942
39	\$50,000.00	.1942
40	\$50,000.00	.1942

* Valuation is for the sole purpose of fixing the percentage of ownership of common elements between and among all units in this phase and in the expandable phases.

** This percentage is also determinative of voting rights and common expenses. To establish that 100 percent of the percentage of ownership interest in the common elements is divided among the unit owners, the percentage of ownership interest in all the units, except for Phase I, Unit No. 1, will be calculated, and subtracted from 100 percent. Unit 1, Phase I, will then be assigned the resulting difference between 100 percent and the combined percentage interest of all the other units that are then annexed or to be annexed to the condominium.

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
41	\$50,000.00	.1942
42	\$50,000.00	.1942
43	\$50,000.00	.1942
44	\$50,000.00	.1942
45	\$50,000.00	.1942
46	\$50,000.00	.1942
47	\$50,000.00	.1942
48	\$50,000.00	.1942
49	\$50,000.00	.1942
50	\$50,000.00	.1942
51	\$50,000.00	.1942
52	\$50,000.00	.1942
53	\$50,000.00	.1942
54	\$50,000.00	.1942
55	\$50,000.00	.1942
56	\$50,000.00	.1942
57	\$50,000.00	.1942
58	\$50,000.00	.1942
59	\$50,000.00	.1942
60	\$50,000.00	.1942
61	\$50,000.00	.1942
62	\$50,000.00	.1942
63	\$50,000.00	.1942
64	\$50,000.00	.1942
65	\$50,000.00	.1942
66	\$50,000.00	.1942
67	\$50,000.00	.1942
68	\$50,000.00	.1942
69	\$50,000.00	.1942
70	\$50,000.00	.1942
71	\$50,000.00	.1942
72	\$50,000.00	.1942
73	\$50,000.00	.1942
74	\$50,000.00	.1942
75	\$50,000.00	.1942
76	\$50,000.00	.1942
77	\$50,000.00	.1942
78	\$50,000.00	.1942
79	\$50,000.00	.1942
80	\$50,000.00	.1942
81	\$50,000.00	.1942
82	\$50,000.00	.1942
83	\$50,000.00	.1942
84	\$50,000.00	.1942
85	\$50,000.00	.1942
86	\$50,000.00	.1942
87	\$50,000.00	.1942
88	\$50,000.00	.1942
89	\$50,000.00	.1942
90	\$50,000.00	.1942
91	\$50,000.00	.1942
92	\$50,000.00	.1942
93	\$50,000.00	.1942
94	\$50,000.00	.1942
95	\$50,000.00	.1942
96	\$50,000.00	.1942
97	\$50,000.00	.1942
98	\$50,000.00	.1942
99	\$50,000.00	.1942
100	\$50,000.00	.1942

1942-200
SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
101	\$50,000.00	.1942
102	\$50,000.00	.1942
103	\$50,000.00	.1942
104	\$50,000.00	.1942
105	\$50,000.00	.1942
106	\$50,000.00	.1942
107	\$50,000.00	.1942
108	\$50,000.00	.1942
109	\$50,000.00	.1942
110	\$50,000.00	.1942
111	\$50,000.00	.1942
112	\$50,000.00	.1942
113	\$50,000.00	.1942
114	\$50,000.00	.1942
115	\$50,000.00	.1942
116	\$50,000.00	.1942
117	\$50,000.00	.1942
118	\$50,000.00	.1942
119	\$50,000.00	.1942
120	\$50,000.00	.1942
121	\$50,000.00	.1942
122	\$50,000.00	.1942
123	\$50,000.00	.1942
124	\$50,000.00	.1942
125	\$50,000.00	.1942
126	\$50,000.00	.1942
127	\$50,000.00	.1942
128	\$50,000.00	.1942
129	\$50,000.00	.1942
130	\$50,000.00	.1942
131	\$50,000.00	.1942
132	\$50,000.00	.1942
133	\$50,000.00	.1942
134	\$50,000.00	.1942
135	\$50,000.00	.1942
136	\$50,000.00	.1942
137	\$50,000.00	.1942
138	\$50,000.00	.1942
139	\$50,000.00	.1942
140	\$50,000.00	.1942
141	\$50,000.00	.1942
142	\$50,000.00	.1942
143	\$50,000.00	.1942
144	\$50,000.00	.1942
145	\$50,000.00	.1942
146	\$50,000.00	.1942
147	\$50,000.00	.1942
148	\$50,000.00	.1942
149	\$50,000.00	.1942
150	\$50,000.00	.1942
151	\$50,000.00	.1942
152	\$50,000.00	.1942
153	\$50,000.00	.1942
154	\$50,000.00	.1942
155	\$50,000.00	.1942
156	\$50,000.00	.1942
157	\$50,000.00	.1942
158	\$50,000.00	.1942
159	\$50,000.00	.1942
160	\$50,000.00	.1942

7 1 1 201
SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
161	\$50,000.00	.1942
162	\$50,000.00	.1942
163	\$50,000.00	.1942
164	\$50,000.00	.1942
165	\$50,000.00	.1942
166	\$50,000.00	.1942
167	\$50,000.00	.1942
168	\$50,000.00	.1942
169	\$50,000.00	.1942
170	\$50,000.00	.1942
171	\$50,000.00	.1942
172	\$50,000.00	.1942
173	\$50,000.00	.1942
174	\$50,000.00	.1942
175	\$50,000.00	.1942
176	\$50,000.00	.1942
177	\$50,000.00	.1942
178	\$50,000.00	.1942
179	\$50,000.00	.1942
180	\$50,000.00	.1942
181	\$50,000.00	.1942
182	\$50,000.00	.1942
183	\$50,000.00	.1942
184	\$50,000.00	.1942
185	\$50,000.00	.1942
186	\$50,000.00	.1942
187	\$50,000.00	.1942
188	\$50,000.00	.1942
189	\$50,000.00	.1942
190	\$50,000.00	.1942
191	\$50,000.00	.1942
192	\$50,000.00	.1942
193	\$50,000.00	.1942
194	\$50,000.00	.1942
195	\$50,000.00	.1942
196	\$50,000.00	.1942
197	\$50,000.00	.1942
198	\$50,000.00	.1942
199	\$50,000.00	.1942
200	\$50,000.00	.1942
201	\$50,000.00	.1942
202	\$50,000.00	.1942
203	\$50,000.00	.1942
204	\$50,000.00	.1942
205	\$50,000.00	.1942
206	\$50,000.00	.1942
207	\$50,000.00	.1942
208	\$50,000.00	.1942
209	\$50,000.00	.1942
210	\$50,000.00	.1942
211	\$50,000.00	.1942
212	\$50,000.00	.1942
213	\$50,000.00	.1942
214	\$50,000.00	.1942
215	\$50,000.00	.1942
216	\$50,000.00	.1942
217	\$50,000.00	.1942
218	\$50,000.00	.1942
219	\$50,000.00	.1942
220	\$50,000.00	.1942

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
221	\$50,000.00	.1942
222	\$50,000.00	.1942
223	\$50,000.00	.1942
224	\$50,000.00	.1942
225	\$50,000.00	.1942
226	\$50,000.00	.1942
227	\$50,000.00	.1942
228	\$50,000.00	.1942
229	\$50,000.00	.1942
230	\$50,000.00	.1942
231	\$50,000.00	.1942
232	\$50,000.00	.1942
233	\$50,000.00	.1942
234	\$50,000.00	.1942
235	\$50,000.00	.1942
236	\$50,000.00	.1942
237	\$50,000.00	.1942
238	\$50,000.00	.1942
239	\$50,000.00	.1942
240	\$50,000.00	.1942
241	\$50,000.00	.1942
242	\$50,000.00	.1942
243	\$50,000.00	.1942
244	\$50,000.00	.1942
245	\$50,000.00	.1942
246	\$50,000.00	.1942
247	\$50,000.00	.1942
248	\$50,000.00	.1942
249	\$50,000.00	.1942
250	\$50,000.00	.1942
251	\$50,000.00	.1942
252	\$50,000.00	.1942
253	\$50,000.00	.1942
254	\$50,000.00	.1942
255	\$50,000.00	.1942
256	\$50,000.00	.1942
257	\$50,000.00	.1942
258	\$50,000.00	.1942
259	\$50,000.00	.1942
260	\$50,000.00	.1942
261	\$50,000.00	.1942
262	\$50,000.00	.1942
263	\$50,000.00	.1942
264	\$50,000.00	.1942
265	\$50,000.00	.1942
266	\$50,000.00	.1942
267	\$50,000.00	.1942
268	\$50,000.00	.1942
269	\$50,000.00	.1942
270	\$50,000.00	.1942
271	\$50,000.00	.1942
272	\$50,000.00	.1942
273	\$50,000.00	.1942
274	\$50,000.00	.1942
275	\$50,000.00	.1942
276	\$50,000.00	.1942
277	\$50,000.00	.1942
278	\$50,000.00	.1942
279	\$50,000.00	.1942
280	\$50,000.00	.1942

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SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
281	\$50,000.00	.1942
282	\$50,000.00	.1942
283	\$50,000.00	.1942
284	\$50,000.00	.1942
285	\$50,000.00	.1942
286	\$50,000.00	.1942
287	\$50,000.00	.1942
288	\$50,000.00	.1942
289	\$50,000.00	.1942
290	\$50,000.00	.1942
291	\$50,000.00	.1942
292	\$50,000.00	.1942
293	\$50,000.00	.1942
294	\$50,000.00	.1942
295	\$50,000.00	.1942
296	\$50,000.00	.1942
297	\$50,000.00	.1942
298	\$50,000.00	.1942
299	\$50,000.00	.1942
300	\$50,000.00	.1942
301	\$50,000.00	.1942
302	\$50,000.00	.1942
303	\$50,000.00	.1942
304	\$50,000.00	.1942
305	\$50,000.00	.1942
306	\$50,000.00	.1942
307	\$50,000.00	.1942
308	\$50,000.00	.1942
309	\$50,000.00	.1942
310	\$50,000.00	.1942
311	\$50,000.00	.1942
312	\$50,000.00	.1942
313	\$50,000.00	.1942
314	\$50,000.00	.1942
315	\$50,000.00	.1942
316	\$50,000.00	.1942
317	\$50,000.00	.1942
318	\$50,000.00	.1942
319	\$50,000.00	.1942
320	\$50,000.00	.1942
321	\$50,000.00	.1942
322	\$50,000.00	.1942
323	\$50,000.00	.1942
324	\$50,000.00	.1942
325	\$50,000.00	.1942
326	\$50,000.00	.1942
327	\$50,000.00	.1942
328	\$50,000.00	.1942
329	\$50,000.00	.1942
330	\$50,000.00	.1942
331	\$50,000.00	.1942
332	\$50,000.00	.1942
333	\$50,000.00	.1942
334	\$50,000.00	.1942
335	\$50,000.00	.1942
336	\$50,000.00	.1942
337	\$50,000.00	.1942
338	\$50,000.00	.1942
339	\$50,000.00	.1942
340	\$50,000.00	.1942

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
341	\$50,000.00	.1942
342	\$50,000.00	.1942
343	\$50,000.00	.1942
344	\$50,000.00	.1942
345	\$50,000.00	.1942
346	\$50,000.00	.1942
347	\$50,000.00	.1942
348	\$50,000.00	.1942
349	\$50,000.00	.1942
350	\$50,000.00	.1942
351	\$50,000.00	.1942
352	\$50,000.00	.1942
353	\$50,000.00	.1942
354	\$50,000.00	.1942
355	\$50,000.00	.1942
356	\$50,000.00	.1942
357	\$50,000.00	.1942
358	\$50,000.00	.1942
359	\$50,000.00	.1942
360	\$50,000.00	.1942
361	\$50,000.00	.1942
362	\$50,000.00	.1942
363	\$50,000.00	.1942
364	\$50,000.00	.1942
365	\$50,000.00	.1942
366	\$50,000.00	.1942
367	\$50,000.00	.1942
368	\$50,000.00	.1942
369	\$50,000.00	.1942
370	\$50,000.00	.1942
371	\$50,000.00	.1942
372	\$50,000.00	.1942
373	\$50,000.00	.1942
374	\$50,000.00	.1942
375	\$50,000.00	.1942
376	\$50,000.00	.1942
377	\$50,000.00	.1942
378	\$50,000.00	.1942
379	\$50,000.00	.1942
380	\$50,000.00	.1942
381	\$50,000.00	.1942
382	\$50,000.00	.1942
383	\$50,000.00	.1942
384	\$50,000.00	.1942
385	\$50,000.00	.1942
386	\$50,000.00	.1942
387	\$50,000.00	.1942
388	\$50,000.00	.1942
389	\$50,000.00	.1942
390	\$50,000.00	.1942
391	\$50,000.00	.1942
392	\$50,000.00	.1942
393	\$50,000.00	.1942
394	\$50,000.00	.1942
395	\$50,000.00	.1942
396	\$50,000.00	.1942
397	\$50,000.00	.1942
398	\$50,000.00	.1942
399	\$50,000.00	.1942
400	\$50,000.00	.1942

205
SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
401	\$50,000.00	.1942
402	\$50,000.00	.1942
403	\$50,000.00	.1942
404	\$50,000.00	.1942
405	\$50,000.00	.1942
406	\$50,000.00	.1942
407	\$50,000.00	.1942
408	\$50,000.00	.1942
409	\$50,000.00	.1942
410	\$50,000.00	.1942
411	\$50,000.00	.1942
412	\$50,000.00	.1942
413	\$50,000.00	.1942
414	\$50,000.00	.1942
415	\$50,000.00	.1942
416	\$50,000.00	.1942
417	\$50,000.00	.1942
418	\$50,000.00	.1942
419	\$50,000.00	.1942
420	\$50,000.00	.1942
421	\$50,000.00	.1942
422	\$50,000.00	.1942
423	\$50,000.00	.1942
424	\$50,000.00	.1942
425	\$50,000.00	.1942
426	\$50,000.00	.1942
427	\$50,000.00	.1942
428	\$50,000.00	.1942
429	\$50,000.00	.1942
430	\$50,000.00	.1942
431	\$50,000.00	.1942
432	\$50,000.00	.1942
433	\$50,000.00	.1942
434	\$50,000.00	.1942
435	\$50,000.00	.1942
436	\$50,000.00	.1942
437	\$50,000.00	.1942
438	\$50,000.00	.1942
439	\$50,000.00	.1942
440	\$50,000.00	.1942
441	\$50,000.00	.1942
442	\$50,000.00	.1942
443	\$50,000.00	.1942
444	\$50,000.00	.1942
445	\$50,000.00	.1942
446	\$50,000.00	.1942
447	\$50,000.00	.1942
448	\$50,000.00	.1942
449	\$50,000.00	.1942
450	\$50,000.00	.1942
451	\$50,000.00	.1942
452	\$50,000.00	.1942
453	\$50,000.00	.1942
454	\$50,000.00	.1942
455	\$50,000.00	.1942
456	\$50,000.00	.1942
457	\$50,000.00	.1942
458	\$50,000.00	.1942
459	\$50,000.00	.1942
460	\$50,000.00	.1942

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SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
461	\$50,000.00	.1942
462	\$50,000.00	.1942
463	\$50,000.00	.1942
464	\$50,000.00	.1942
465	\$50,000.00	.1942
466	\$50,000.00	.1942
467	\$50,000.00	.1942
468	\$50,000.00	.1942
469	\$50,000.00	.1942
470	\$50,000.00	.1942
471	\$50,000.00	.1942
472	\$50,000.00	.1942
473	\$50,000.00	.1942
474	\$50,000.00	.1942
475	\$50,000.00	.1942
476	\$50,000.00	.1942
477	\$50,000.00	.1942
478	\$50,000.00	.1942
479	\$50,000.00	.1942
480	\$50,000.00	.1942
481	\$50,000.00	.1942
482	\$50,000.00	.1942
483	\$50,000.00	.1942
484	\$50,000.00	.1942
485	\$50,000.00	.1942
486	\$50,000.00	.1942
487	\$50,000.00	.1942
488	\$50,000.00	.1942
489	\$50,000.00	.1942
490	\$50,000.00	.1942
491	\$50,000.00	.1942
492	\$50,000.00	.1942
493	\$50,000.00	.1942
494	\$50,000.00	.1942
495	\$50,000.00	.1942
496	\$50,000.00	.1942
497	\$50,000.00	.1942
498	\$50,000.00	.1942
499	\$50,000.00	.1942
500	\$50,000.00	.1942
501	\$50,000.00	.1942
502	\$50,000.00	.1942
503	\$50,000.00	.1942
504	\$50,000.00	.1942
505	\$50,000.00	.1942
506	\$50,000.00	.1942
507	\$50,000.00	.1942
508	\$50,000.00	.1942
509	\$50,000.00	.1942
510	\$50,000.00	.1942
511	\$50,000.00	.1942
512	\$50,000.00	.1942
513	\$50,000.00	.1942
514	\$50,000.00	.1942
515	\$50,000.00	.1942

SCHEDULE "H" (CONT'D)

In the event that the PERSIMMON PARK PLACE CONDOMINIUM is expanded by Declarant, its successors and assigns, pursuant to the rights of expansion and amendment set forth in Article VII of this Declaration, through submission of an additional parcel of land to the Unit Property Act as Phase VI of this condominium project, the details of which appear in Schedule F attached hereto; then from and after the date of such expansion, the proportionate undivided interest in the common elements assigned to each unit shall be as follows, expressed in terms of percentage per unit:

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
1	\$50,000.00	0.1740
2	\$50,000.00	0.1406
3	\$50,000.00	0.1406
4	\$50,000.00	0.1406
5	\$50,000.00	0.1406
6	\$50,000.00	0.1406
7	\$50,000.00	0.1406
8	\$50,000.00	0.1406
9	\$50,000.00	0.1406
10	\$50,000.00	0.1406
11	\$50,000.00	0.1406
12	\$50,000.00	0.1406
13	\$50,000.00	0.1406
14	\$50,000.00	0.1406
15	\$50,000.00	0.1406
16	\$50,000.00	0.1406
17	\$50,000.00	0.1406
18	\$50,000.00	0.1406
19	\$50,000.00	0.1406
20	\$50,000.00	0.1406
21	\$50,000.00	0.1406
22	\$50,000.00	0.1406
23	\$50,000.00	0.1406
24	\$50,000.00	0.1406
25	\$50,000.00	0.1406
26	\$50,000.00	0.1406
27	\$50,000.00	0.1406
28	\$50,000.00	0.1406
29	\$50,000.00	0.1406
30	\$50,000.00	0.1406

* Valuation is for the sole purpose of fixing the percentage of ownership of common elements between and among all units in this phase and in the expandable phases.

** This percentage is also determinative of voting rights and common expenses. To establish that 100 percent of the percentage of ownership interest in the common elements is divided among the unit owners, the percentage of ownership interest in all the units, except for Phase I, Unit No. 1, will be calculated, and subtracted from 100 percent. Unit 1, Phase I will then be assigned the resulting difference between 100 percent and the combined percentage interest of all the other units that are then annexed or to be annexed to the condominium

*** The _____ acre parcel of land described in Schedule "F" is the subject of an option agreement between Declarant and the current owner, Jefferic Enterprises, Inc., and is not depicted at this time on the Declaration Plan since Declarant has not at this time submitted any plan to the City of Dover for this parcel of land.

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
31	\$50,000.00	0.1406
32	\$50,000.00	0.1406
33	\$50,000.00	0.1406
34	\$50,000.00	0.1406
35	\$50,000.00	0.1406
36	\$50,000.00	0.1406
37	\$50,000.00	0.1406
38	\$50,000.00	0.1406
39	\$50,000.00	0.1406
40	\$50,000.00	0.1406
41	\$50,000.00	0.1406
42	\$50,000.00	0.1406
43	\$50,000.00	0.1406
44	\$50,000.00	0.1406
45	\$50,000.00	0.1406
46	\$50,000.00	0.1406
47	\$50,000.00	0.1406
48	\$50,000.00	0.1406
49	\$50,000.00	0.1406
50	\$50,000.00	0.1406
51	\$50,000.00	0.1406
52	\$50,000.00	0.1406
53	\$50,000.00	0.1406
54	\$50,000.00	0.1406
55	\$50,000.00	0.1406
56	\$50,000.00	0.1406
57	\$50,000.00	0.1406
58	\$50,000.00	0.1406
59	\$50,000.00	0.1406
60	\$50,000.00	0.1406
61	\$50,000.00	0.1406
62	\$50,000.00	0.1406
63	\$50,000.00	0.1406
64	\$50,000.00	0.1406
65	\$50,000.00	0.1406
66	\$50,000.00	0.1406
67	\$50,000.00	0.1406
68	\$50,000.00	0.1406
69	\$50,000.00	0.1406
70	\$50,000.00	0.1406
71	\$50,000.00	0.1406
72	\$50,000.00	0.1406
73	\$50,000.00	0.1406
74	\$50,000.00	0.1406
75	\$50,000.00	0.1406
76	\$50,000.00	0.1406
77	\$50,000.00	0.1406
78	\$50,000.00	0.1406
79	\$50,000.00	0.1406
80	\$50,000.00	0.1406
81	\$50,000.00	0.1406
82	\$50,000.00	0.1406
83	\$50,000.00	0.1406
84	\$50,000.00	0.1406
85	\$50,000.00	0.1406
86	\$50,000.00	0.1406
87	\$50,000.00	0.1406
88	\$50,000.00	0.1406
89	\$50,000.00	0.1406
90	\$50,000.00	0.1406

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
91	\$50,000.00	0.1406
92	\$50,000.00	0.1406
93	\$50,000.00	0.1406
94	\$50,000.00	0.1406
95	\$50,000.00	0.1406
96	\$50,000.00	0.1406
97	\$50,000.00	0.1406
98	\$50,000.00	0.1406
99	\$50,000.00	0.1406
100	\$50,000.00	0.1406
101	\$50,000.00	0.1406
102	\$50,000.00	0.1406
103	\$50,000.00	0.1406
104	\$50,000.00	0.1406
105	\$50,000.00	0.1406
106	\$50,000.00	0.1406
107	\$50,000.00	0.1406
108	\$50,000.00	0.1406
109	\$50,000.00	0.1406
110	\$50,000.00	0.1406
111	\$50,000.00	0.1406
112	\$50,000.00	0.1406
113	\$50,000.00	0.1406
114	\$50,000.00	0.1406
115	\$50,000.00	0.1406
116	\$50,000.00	0.1406
117	\$50,000.00	0.1406
118	\$50,000.00	0.1406
119	\$50,000.00	0.1406
120	\$50,000.00	0.1406
121	\$50,000.00	0.1406
122	\$50,000.00	0.1406
123	\$50,000.00	0.1406
124	\$50,000.00	0.1406
125	\$50,000.00	0.1406
126	\$50,000.00	0.1406
127	\$50,000.00	0.1406
128	\$50,000.00	0.1406
129	\$50,000.00	0.1406
130	\$50,000.00	0.1406
131	\$50,000.00	0.1406
132	\$50,000.00	0.1406
133	\$50,000.00	0.1406
134	\$50,000.00	0.1406
135	\$50,000.00	0.1406
136	\$50,000.00	0.1406
137	\$50,000.00	0.1406
138	\$50,000.00	0.1406
139	\$50,000.00	0.1406
140	\$50,000.00	0.1406
141	\$50,000.00	0.1406
142	\$50,000.00	0.1406
143	\$50,000.00	0.1406
144	\$50,000.00	0.1406
145	\$50,000.00	0.1406
146	\$50,000.00	0.1406
147	\$50,000.00	0.1406
148	\$50,000.00	0.1406
149	\$50,000.00	0.1406
150	\$50,000.00	0.1406

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
151	\$50,000.00	0.1406
152	\$50,000.00	0.1406
153	\$50,000.00	0.1406
154	\$50,000.00	0.1406
155	\$50,000.00	0.1406
156	\$50,000.00	0.1406
157	\$50,000.00	0.1406
158	\$50,000.00	0.1406
159	\$50,000.00	0.1406
160	\$50,000.00	0.1406
161	\$50,000.00	0.1406
162	\$50,000.00	0.1406
163	\$50,000.00	0.1406
164	\$50,000.00	0.1406
165	\$50,000.00	0.1406
166	\$50,000.00	0.1406
167	\$50,000.00	0.1406
168	\$50,000.00	0.1406
169	\$50,000.00	0.1406
170	\$50,000.00	0.1406
171	\$50,000.00	0.1406
172	\$50,000.00	0.1406
173	\$50,000.00	0.1406
174	\$50,000.00	0.1406
175	\$50,000.00	0.1406
176	\$50,000.00	0.1406
177	\$50,000.00	0.1406
178	\$50,000.00	0.1406
179	\$50,000.00	0.1406
180	\$50,000.00	0.1406
181	\$50,000.00	0.1406
182	\$50,000.00	0.1406
183	\$50,000.00	0.1406
184	\$50,000.00	0.1406
185	\$50,000.00	0.1406
186	\$50,000.00	0.1406
187	\$50,000.00	0.1406
188	\$50,000.00	0.1406
189	\$50,000.00	0.1406
190	\$50,000.00	0.1406
191	\$50,000.00	0.1406
192	\$50,000.00	0.1406
193	\$50,000.00	0.1406
194	\$50,000.00	0.1406
195	\$50,000.00	0.1406
196	\$50,000.00	0.1406
197	\$50,000.00	0.1406
198	\$50,000.00	0.1406
199	\$50,000.00	0.1406
200	\$50,000.00	0.1406
201	\$50,000.00	0.1406
202	\$50,000.00	0.1406
203	\$50,000.00	0.1406
204	\$50,000.00	0.1406
205	\$50,000.00	0.1406
206	\$50,000.00	0.1406
207	\$50,000.00	0.1406
208	\$50,000.00	0.1406
209	\$50,000.00	0.1406
210	\$50,000.00	0.1406

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
211	\$50,000.00	0.1406
212	\$50,000.00	0.1406
213	\$50,000.00	0.1406
214	\$50,000.00	0.1406
215	\$50,000.00	0.1406
216	\$50,000.00	0.1406
217	\$50,000.00	0.1406
218	\$50,000.00	0.1406
219	\$50,000.00	0.1406
220	\$50,000.00	0.1406
221	\$50,000.00	0.1406
222	\$50,000.00	0.1406
223	\$50,000.00	0.1406
224	\$50,000.00	0.1406
225	\$50,000.00	0.1406
226	\$50,000.00	0.1406
227	\$50,000.00	0.1406
228	\$50,000.00	0.1406
229	\$50,000.00	0.1406
230	\$50,000.00	0.1406
231	\$50,000.00	0.1406
232	\$50,000.00	0.1406
233	\$50,000.00	0.1406
234	\$50,000.00	0.1406
235	\$50,000.00	0.1406
236	\$50,000.00	0.1406
237	\$50,000.00	0.1406
238	\$50,000.00	0.1406
239	\$50,000.00	0.1406
240	\$50,000.00	0.1406
241	\$50,000.00	0.1406
242	\$50,000.00	0.1406
243	\$50,000.00	0.1406
244	\$50,000.00	0.1406
245	\$50,000.00	0.1406
246	\$50,000.00	0.1406
247	\$50,000.00	0.1406
248	\$50,000.00	0.1406
249	\$50,000.00	0.1406
250	\$50,000.00	0.1406
251	\$50,000.00	0.1406
252	\$50,000.00	0.1406
253	\$50,000.00	0.1406
254	\$50,000.00	0.1406
255	\$50,000.00	0.1406
256	\$50,000.00	0.1406
257	\$50,000.00	0.1406
258	\$50,000.00	0.1406
259	\$50,000.00	0.1406
260	\$50,000.00	0.1406
261	\$50,000.00	0.1406
262	\$50,000.00	0.1406
263	\$50,000.00	0.1406
264	\$50,000.00	0.1406
265	\$50,000.00	0.1406
266	\$50,000.00	0.1406
267	\$50,000.00	0.1406
268	\$50,000.00	0.1406
269	\$50,000.00	0.1406
270	\$50,000.00	0.1406

14-202
SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
271	\$50,000.00	0.1406
272	\$50,000.00	0.1406
273	\$50,000.00	0.1406
274	\$50,000.00	0.1406
275	\$50,000.00	0.1406
276	\$50,000.00	0.1406
277	\$50,000.00	0.1406
278	\$50,000.00	0.1406
279	\$50,000.00	0.1406
280	\$50,000.00	0.1406
281	\$50,000.00	0.1406
282	\$50,000.00	0.1406
283	\$50,000.00	0.1406
284	\$50,000.00	0.1406
285	\$50,000.00	0.1406
286	\$50,000.00	0.1406
287	\$50,000.00	0.1406
288	\$50,000.00	0.1406
289	\$50,000.00	0.1406
290	\$50,000.00	0.1406
291	\$50,000.00	0.1406
292	\$50,000.00	0.1406
293	\$50,000.00	0.1406
294	\$50,000.00	0.1406
295	\$50,000.00	0.1406
296	\$50,000.00	0.1406
297	\$50,000.00	0.1406
298	\$50,000.00	0.1406
299	\$50,000.00	0.1406
300	\$50,000.00	0.1406
301	\$50,000.00	0.1406
302	\$50,000.00	0.1406
303	\$50,000.00	0.1406
304	\$50,000.00	0.1406
305	\$50,000.00	0.1406
306	\$50,000.00	0.1406
307	\$50,000.00	0.1406
308	\$50,000.00	0.1406
309	\$50,000.00	0.1406
310	\$50,000.00	0.1406
311	\$50,000.00	0.1406
312	\$50,000.00	0.1406
313	\$50,000.00	0.1406
314	\$50,000.00	0.1406
315	\$50,000.00	0.1406
316	\$50,000.00	0.1406
317	\$50,000.00	0.1406
318	\$50,000.00	0.1406
319	\$50,000.00	0.1406
320	\$50,000.00	0.1406
321	\$50,000.00	0.1406
322	\$50,000.00	0.1406
323	\$50,000.00	0.1406
324	\$50,000.00	0.1406
325	\$50,000.00	0.1406
326	\$50,000.00	0.1406
327	\$50,000.00	0.1406
328	\$50,000.00	0.1406
329	\$50,000.00	0.1406
330	\$50,000.00	0.1406

111233
SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
331	\$50,000.00	0.1406
332	\$50,000.00	0.1406
333	\$50,000.00	0.1406
334	\$50,000.00	0.1406
335	\$50,000.00	0.1406
336	\$50,000.00	0.1406
337	\$50,000.00	0.1406
338	\$50,000.00	0.1406
339	\$50,000.00	0.1406
340	\$50,000.00	0.1406
341	\$50,000.00	0.1406
342	\$50,000.00	0.1406
343	\$50,000.00	0.1406
344	\$50,000.00	0.1406
345	\$50,000.00	0.1406
346	\$50,000.00	0.1406
347	\$50,000.00	0.1406
348	\$50,000.00	0.1406
349	\$50,000.00	0.1406
350	\$50,000.00	0.1406
351	\$50,000.00	0.1406
352	\$50,000.00	0.1406
353	\$50,000.00	0.1406
354	\$50,000.00	0.1406
355	\$50,000.00	0.1406
356	\$50,000.00	0.1406
357	\$50,000.00	0.1406
358	\$50,000.00	0.1406
359	\$50,000.00	0.1406
360	\$50,000.00	0.1406
361	\$50,000.00	0.1406
362	\$50,000.00	0.1406
363	\$50,000.00	0.1406
364	\$50,000.00	0.1406
365	\$50,000.00	0.1406
366	\$50,000.00	0.1406
367	\$50,000.00	0.1406
368	\$50,000.00	0.1406
369	\$50,000.00	0.1406
370	\$50,000.00	0.1406
371	\$50,000.00	0.1406
372	\$50,000.00	0.1406
373	\$50,000.00	0.1406
374	\$50,000.00	0.1406
375	\$50,000.00	0.1406
376	\$50,000.00	0.1406
377	\$50,000.00	0.1406
378	\$50,000.00	0.1406
379	\$50,000.00	0.1406
380	\$50,000.00	0.1406
381	\$50,000.00	0.1406
382	\$50,000.00	0.1406
383	\$50,000.00	0.1406
384	\$50,000.00	0.1406
385	\$50,000.00	0.1406
386	\$50,000.00	0.1406
387	\$50,000.00	0.1406
388	\$50,000.00	0.1406
389	\$50,000.00	0.1406
390	\$50,000.00	0.1406

7-11-201
SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
391	\$50,000.00	0.1406
392	\$50,000.00	0.1406
393	\$50,000.00	0.1406
394	\$50,000.00	0.1406
395	\$50,000.00	0.1406
396	\$50,000.00	0.1406
397	\$50,000.00	0.1406
398	\$50,000.00	0.1406
399	\$50,000.00	0.1406
400	\$50,000.00	0.1406
401	\$50,000.00	0.1406
402	\$50,000.00	0.1406
403	\$50,000.00	0.1406
404	\$50,000.00	0.1406
405	\$50,000.00	0.1406
406	\$50,000.00	0.1406
407	\$50,000.00	0.1406
408	\$50,000.00	0.1406
409	\$50,000.00	0.1406
410	\$50,000.00	0.1406
411	\$50,000.00	0.1406
412	\$50,000.00	0.1406
413	\$50,000.00	0.1406
414	\$50,000.00	0.1406
415	\$50,000.00	0.1406
416	\$50,000.00	0.1406
417	\$50,000.00	0.1406
418	\$50,000.00	0.1406
419	\$50,000.00	0.1406
420	\$50,000.00	0.1406
421	\$50,000.00	0.1406
422	\$50,000.00	0.1406
423	\$50,000.00	0.1406
424	\$50,000.00	0.1406
425	\$50,000.00	0.1406
426	\$50,000.00	0.1406
427	\$50,000.00	0.1406
428	\$50,000.00	0.1406
429	\$50,000.00	0.1406
430	\$50,000.00	0.1406
431	\$50,000.00	0.1406
432	\$50,000.00	0.1406
433	\$50,000.00	0.1406
434	\$50,000.00	0.1406
435	\$50,000.00	0.1406
436	\$50,000.00	0.1406
437	\$50,000.00	0.1406
438	\$50,000.00	0.1406
439	\$50,000.00	0.1406
440	\$50,000.00	0.1406
441	\$50,000.00	0.1406
442	\$50,000.00	0.1406
443	\$50,000.00	0.1406
444	\$50,000.00	0.1406
445	\$50,000.00	0.1406
446	\$50,000.00	0.1406
447	\$50,000.00	0.1406
448	\$50,000.00	0.1406
449	\$50,000.00	0.1406
450	\$50,000.00	0.1406

205
SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
451	\$50,000.00	0.1406
452	\$50,000.00	0.1406
453	\$50,000.00	0.1406
454	\$50,000.00	0.1406
455	\$50,000.00	0.1406
456	\$50,000.00	0.1406
457	\$50,000.00	0.1406
458	\$50,000.00	0.1406
459	\$50,000.00	0.1406
460	\$50,000.00	0.1406
461	\$50,000.00	0.1406
462	\$50,000.00	0.1406
463	\$50,000.00	0.1406
464	\$50,000.00	0.1406
465	\$50,000.00	0.1406
466	\$50,000.00	0.1406
467	\$50,000.00	0.1406
468	\$50,000.00	0.1406
469	\$50,000.00	0.1406
470	\$50,000.00	0.1406
471	\$50,000.00	0.1406
472	\$50,000.00	0.1406
473	\$50,000.00	0.1406
474	\$50,000.00	0.1406
475	\$50,000.00	0.1406
476	\$50,000.00	0.1406
477	\$50,000.00	0.1406
478	\$50,000.00	0.1406
479	\$50,000.00	0.1406
480	\$50,000.00	0.1406
481	\$50,000.00	0.1406
482	\$50,000.00	0.1406
483	\$50,000.00	0.1406
484	\$50,000.00	0.1406
485	\$50,000.00	0.1406
486	\$50,000.00	0.1406
487	\$50,000.00	0.1406
488	\$50,000.00	0.1406
489	\$50,000.00	0.1406
490	\$50,000.00	0.1406
491	\$50,000.00	0.1406
492	\$50,000.00	0.1406
493	\$50,000.00	0.1406
494	\$50,000.00	0.1406
495	\$50,000.00	0.1406
496	\$50,000.00	0.1406
497	\$50,000.00	0.1406
498	\$50,000.00	0.1406
499	\$50,000.00	0.1406
500	\$50,000.00	0.1406
501	\$50,000.00	0.1406
502	\$50,000.00	0.1406
503	\$50,000.00	0.1406
504	\$50,000.00	0.1406
505	\$50,000.00	0.1406
506	\$50,000.00	0.1406
507	\$50,000.00	0.1406
508	\$50,000.00	0.1406
509	\$50,000.00	0.1406
510	\$50,000.00	0.1406

118-200
SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
511	\$50,000.00	0.1406
512	\$50,000.00	0.1406
513	\$50,000.00	0.1406
514	\$50,000.00	0.1406
515	\$50,000.00	0.1406
516	\$50,000.00	0.1406
517	\$50,000.00	0.1406
518	\$50,000.00	0.1406
519	\$50,000.00	0.1406
520	\$50,000.00	0.1406
521	\$50,000.00	0.1406
522	\$50,000.00	0.1406
523	\$50,000.00	0.1406
524	\$50,000.00	0.1406
525	\$50,000.00	0.1406
526	\$50,000.00	0.1406
527	\$50,000.00	0.1406
528	\$50,000.00	0.1406
529	\$50,000.00	0.1406
530	\$50,000.00	0.1406
531	\$50,000.00	0.1406
532	\$50,000.00	0.1406
533	\$50,000.00	0.1406
534	\$50,000.00	0.1406
535	\$50,000.00	0.1406
536	\$50,000.00	0.1406
537	\$50,000.00	0.1406
538	\$50,000.00	0.1406
539	\$50,000.00	0.1406
540	\$50,000.00	0.1406
541	\$50,000.00	0.1406
542	\$50,000.00	0.1406
543	\$50,000.00	0.1406
544	\$50,000.00	0.1406
545	\$50,000.00	0.1406
546	\$50,000.00	0.1406
547	\$50,000.00	0.1406
548	\$50,000.00	0.1406
549	\$50,000.00	0.1406
550	\$50,000.00	0.1406
551	\$50,000.00	0.1406
552	\$50,000.00	0.1406
553	\$50,000.00	0.1406
554	\$50,000.00	0.1406
555	\$50,000.00	0.1406
556	\$50,000.00	0.1406
557	\$50,000.00	0.1406
558	\$50,000.00	0.1406
559	\$50,000.00	0.1406
560	\$50,000.00	0.1406
561	\$50,000.00	0.1406
562	\$50,000.00	0.1406
563	\$50,000.00	0.1406
564	\$50,000.00	0.1406
565	\$50,000.00	0.1406
566	\$50,000.00	0.1406
567	\$50,000.00	0.1406
568	\$50,000.00	0.1406
569	\$50,000.00	0.1406
570	\$50,000.00	0.1406

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
571	\$50,000.00	0.1406
572	\$50,000.00	0.1406
573	\$50,000.00	0.1406
574	\$50,000.00	0.1406
575	\$50,000.00	0.1406
576	\$50,000.00	0.1406
577	\$50,000.00	0.1406
578	\$50,000.00	0.1406
579	\$50,000.00	0.1406
580	\$50,000.00	0.1406
581	\$50,000.00	0.1406
582	\$50,000.00	0.1406
583	\$50,000.00	0.1406
584	\$50,000.00	0.1406
585	\$50,000.00	0.1406
586	\$50,000.00	0.1406
587	\$50,000.00	0.1406
588	\$50,000.00	0.1406
589	\$50,000.00	0.1406
590	\$50,000.00	0.1406
591	\$50,000.00	0.1406
592	\$50,000.00	0.1406
593	\$50,000.00	0.1406
594	\$50,000.00	0.1406
595	\$50,000.00	0.1406
596	\$50,000.00	0.1406
597	\$50,000.00	0.1406
598	\$50,000.00	0.1406
599	\$50,000.00	0.1406
600	\$50,000.00	0.1406
601	\$50,000.00	0.1406
602	\$50,000.00	0.1406
603	\$50,000.00	0.1406
604	\$50,000.00	0.1406
605	\$50,000.00	0.1406
606	\$50,000.00	0.1406
607	\$50,000.00	0.1406
608	\$50,000.00	0.1406
609	\$50,000.00	0.1406
610	\$50,000.00	0.1406
611	\$50,000.00	0.1406
612	\$50,000.00	0.1406
613	\$50,000.00	0.1406
614	\$50,000.00	0.1406
615	\$50,000.00	0.1406
616	\$50,000.00	0.1406
617	\$50,000.00	0.1406
618	\$50,000.00	0.1406
619	\$50,000.00	0.1406
620	\$50,000.00	0.1406
621	\$50,000.00	0.1406
622	\$50,000.00	0.1406
623	\$50,000.00	0.1406
624	\$50,000.00	0.1406
625	\$50,000.00	0.1406
626	\$50,000.00	0.1406
627	\$50,000.00	0.1406
628	\$50,000.00	0.1406
629	\$50,000.00	0.1406
630	\$50,000.00	0.1406

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
631	\$50,000.00	0.1406
632	\$50,000.00	0.1406
633	\$50,000.00	0.1406
634	\$50,000.00	0.1406
635	\$50,000.00	0.1406
636	\$50,000.00	0.1406
637	\$50,000.00	0.1406
638	\$50,000.00	0.1406
639	\$50,000.00	0.1406
640	\$50,000.00	0.1406
641	\$50,000.00	0.1406
642	\$50,000.00	0.1406
643	\$50,000.00	0.1406
644	\$50,000.00	0.1406
645	\$50,000.00	0.1406
646	\$50,000.00	0.1406
647	\$50,000.00	0.1406
648	\$50,000.00	0.1406
649	\$50,000.00	0.1406
650	\$50,000.00	0.1406
651	\$50,000.00	0.1406
652	\$50,000.00	0.1406
653	\$50,000.00	0.1406
654	\$50,000.00	0.1406
655	\$50,000.00	0.1406
656	\$50,000.00	0.1406
657	\$50,000.00	0.1406
658	\$50,000.00	0.1406
659	\$50,000.00	0.1406
660	\$50,000.00	0.1406
661	\$50,000.00	0.1406
662	\$50,000.00	0.1406
663	\$50,000.00	0.1406
664	\$50,000.00	0.1406
665	\$50,000.00	0.1406
666	\$50,000.00	0.1406
667	\$50,000.00	0.1406
668	\$50,000.00	0.1406
669	\$50,000.00	0.1406
670	\$50,000.00	0.1406
671	\$50,000.00	0.1406
672	\$50,000.00	0.1406
673	\$50,000.00	0.1406
674	\$50,000.00	0.1406
675	\$50,000.00	0.1406
676	\$50,000.00	0.1406
677	\$50,000.00	0.1406
678	\$50,000.00	0.1406
679	\$50,000.00	0.1406
680	\$50,000.00	0.1406
681	\$50,000.00	0.1406
682	\$50,000.00	0.1406
683	\$50,000.00	0.1406
684	\$50,000.00	0.1406
685	\$50,000.00	0.1406
686	\$50,000.00	0.1406
687	\$50,000.00	0.1406
688	\$50,000.00	0.1406
689	\$50,000.00	0.1406
690	\$50,000.00	0.1406

SCHEDULE "H" (CONT'D)

<u>Unit No.</u>	<u>Valuation*</u>	<u>% Of Ownership Of Common Elements **</u>
691	\$50,000.00	0.1406
692	\$50,000.00	0.1406
693	\$50,000.00	0.1406
694	\$50,000.00	0.1406
695	\$50,000.00	0.1406
696	\$50,000.00	0.1406
697	\$50,000.00	0.1406
698	\$50,000.00	0.1406
699	\$50,000.00	0.1406
700	\$50,000.00	0.1406
701	\$50,000.00	0.1406
702	\$50,000.00	0.1406
703	\$50,000.00	0.1406
704	\$50,000.00	0.1406
705	\$50,000.00	0.1406
706	\$50,000.00	0.1406
707	\$50,000.00	0.1406
708	\$50,000.00	0.1406
709	\$50,000.00	0.1406
710	\$50,000.00	0.1406
711	\$50,000.00	0.1406

IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST

KNOW ALL MEN BY THESE PRESENTS, That We, _____
_____, owners of UNIT NO. _____,
"PERSIMMON PARK PLACE CONDOMINIUM", PHASE _____, do hereby make,
constitute and appoint PERSIMMON PARK PLACE, L.P., a Delaware
limited partnership, and its successors and assigns, to be our
true and lawful attorneys 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 PERSIMMON PARK PLACE CONDOMINIUM for the purpose of con-
structing additional condominium units (condominium unit compart-
ments) and for the purpose of reallocation of the percentage
interests of the common elements by reduction of the percentage
interests of the common elements and for the purpose of
reallocating voting rights and common expenses appurtenant to
each of the condominium units, or if a condemnation by the State
of Delaware occurs in connection with any numbered lot or lots
which are being transferred and conveyed contemporaneously
with the condominium units (condominium unit compartments) to
if such a condemnation occurs reallocate the percentage interests
of the common elements by increasing the percentage interests
and voting rights and common expenses appurtenant to each of the
condominium units to adjust for such lot or lots which will
by condemnation and operation of law not be developed, all to be
accomplished in accordance with the terms and conditions of the
Declaration and Declaration Plan, as amended, and recorded in the
Kent County Recorder of Deeds Office at Deed Record Book _____,
Volume _____, Page _____ and Plot Book _____ at Page _____.

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 reallocation of the percentage interests of the common elements by reduction (or in the case of condemnation an increase) of the percentage interests of the common elements for the purpose of reallocating voting rights and common expenses appurtenant to each of the condominium units in the PERSIMMON PARK PLACE CONDOMINIUM.

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.

And we hereby, for ourselves, our heirs, executors, administrators and assigns, ratify and confirm and agree to ratify and confirm whatsoever our said attorney may lawfully do by virtue of these presents, it being understood that this instrument is intended to be and is an Irrevocable Power of Attorney Coupled with an Interest, and that this instrument shall bind all future owners of Unit _____, PERSIMMON PARK PLACE CONDOMINIUM, Phase _____.

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

IN WITNESS WHEREOF, we have hereunto set our Hand and Seals this ____ day of _____, A.D. 198__.

Witness (SEAL)

Witness (SEAL)

STATE OF DELAWARE *
* SS.
COUNTY OF KENT *

IT IS HEREBY REMEMBERED that on this ____ day of _____, _____, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, _____, and acknowledged this foregoing Irrevocable Power of Attorney Coupled with an Interest, known to me personally to be such, and acknowledged said Irrevocable Power of Attorney Coupled with an Interest to be their voluntary Act and Deed.

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

Notary Public

SCHEDULE J

DEED

THIS DEED, Made this ____ day of _____, A.D. 198_,
by and between:

PERSIMMON PARK PLACE, L.P., a limited partnership of the
State of Delaware, of Route 113, Day Court Plaza, Dover,
Delaware 19901, hereinafter referred to as the "Grantor",

AND

hereinafter referred to as the "Grantee".

WITNESSETH, that the said Grantor for and in consideration
of the sum of

current lawful money of the United States of America, the
receipt whereof being hereby acknowledged, hereby grants and
conveys unto the Grantee, theirs heirs or assigns:

(1) FEE SIMPLE LOT AND HOME

This deed grants, transfers and conveys from Grantor to
Grantee in fee simple numbered Lot # _____, Phase I, and a
manufactured home permanently affixed thereto. The metes and
bounds description of numbered Lot # _____, Phase _____ and a plan
depicting the location of the manufactured home permanently
affixed thereto have been prepared by William Elliott, land
surveyor of Dover, Delaware and are as follows, to-wit:

The lot and manufactured home conveyed hereunder is also subject to a Declaration of Restrictions of Persimmon Park Place, L.P. dated October , 1987 and recorded in the Recorder of Deeds Office in Kent County, Delaware in Deed Record , Volume , Page.

BEING a part of the same lands and premises conveyed unto Persimmon Park Place, L.P., a Delaware limited partnership, by deed of Pleasanton Park, Inc., a Delaware corporation, dated May 14, 1986 and recorded on May 16, 1986 in the Recorder of Deeds Office in Kent County, Delaware, in Deed Record B, Volume 42, Page 10.

(2) CONDOMINIUM UNIT COMPARTMENT

This deed also contemporaneously grants, transfers and conveys all that certain Unit known as Unit No. _____, Phase I in the Condominium known as PERSIMMON PARK PLACE CONDOMINIUM, situate, lying and being in the City of Dover, East Dover Hundred, Kent County, Delaware being more particularly bounded and described in the Declaration of Persimmon Park Place, L.P., a limited partnership of the State of Delaware, dated the second day of October, 1987, and recorded in the Office of the Recorder of Deeds, in and for Dover, Kent County, Delaware, in Deed Book _____, Volume _____, Page _____, (the "Declaration") and in the Declaration Plan of PERSIMMON PARK PLACE CONDOMINIUM dated August 29, 1986, and revised to October 2, 1987 and filed for record in the Office of the Recorder of Deeds, aforesaid, in Plot Book _____, Page _____, (the "Declaration Plan" Phase I), all pursuant to the provisions of the Unit Property Act of the State of Delaware, Title 25, Section 2201, et seq. of the Delaware Code, said property being subject to a Code of Regulations of record in the Office of the Recorder of Deeds, aforesaid, in Deed Book _____, Volume _____, Page _____, (the "Code of Regulations").

TOGETHER with a proportionate undivided interest totalling % subject to decrease to a lesser percentage calculated by the formula set forth in Schedule H of the Declaration, in all of the Common Elements of the said PERSIMMON PARK PLACE CONDOMINIUM, as said Common Elements are depicted on the Declaration Plan and described in the aforesaid Declaration. EXCEPTING AND RESERVING unto the Grantor the right and privilege to effectuate, execute and deliver amendments to the Declaration, Declaration Plan and Code of Regulations, for the purpose of adding additional condominium units and common elements, reallocating the percentage interest and voting rights appurtenant to each of the condominium units, as set forth in Sections VI and VII of the Declaration and The Irrevocable Power of Attorney executed and delivered by the Grantee to the Grantor.

BEING a part of the same lands and premises conveyed unto Persimmon Park Place, L.P., a Delaware limited partnership, by deed of Pleasanton Park, Inc., a Delaware corporation, dated May 14, 1986 and recorded on May 16, 1986 in the Recorder of Deeds Office in Kent County, Delaware, in Deed Record B, Volume 42, Page 10.

AND TOGETHER with all other rights, title, interest and privileges provided for or created by the said Unit Property Act (25 Del. C. §2201, et seq.) for and in the owners of property made subject to the provisions of the said Act.

AND TOGETHER WITH the license, right and privilege in common with all other present and future owners of all units in the PERSIMMON PARK PLACE CONDOMINIUM to use the roadways or

rights of way delineated on the Declaration Plan of PERSIMMON PARK PLACE CONDOMINIUM as well as all future roadways or rights of way submitted by any supplement, amendment, modification or revision to the Declaration and Declaration Plan or as such be amended.

AND TOGETHER WITH the easements, licenses, rights and privileges, which shall be perpetual and run with the unit described above, subject to the rights of others in and to the use thereof: (i) easements in common with the owners of all of the other units in the condominium as set forth and granted in the Declaration and as set forth in the Declaration and Code of Regulations hereinabove mentioned.

SUBJECT TO, AND TOGETHER WITH, the following restrictions, covenants or conditions:

(1) The Grantee, for and on behalf of the Grantee and the Grantee's heirs, personal representatives, successors and assigns, by the acceptance of this deed, covenant and agree to pay such charges for the maintenance of, repairs to, replacement of and expenses in connection with the common elements as may be assessed from time to time by the Council in accordance with the Unit Property Act of Delaware (Chapter 22 of Title 25 of the Delaware Code) and further covenant and agree that the unit conveyed by this deed shall be subject to a charge for amounts so assessed; and that, except insofar as Sections 2236 and 2237 of Title 25 of the Delaware Code may relieve a subsequent unit owner of liability for prior unpaid assessments, this covenant shall run with and bind the land or unit hereby conveyed and all subsequent owners thereof.

(2) All the rules, regulations, restrictions, covenants or conditions duly imposed upon the property by the Declaration and the Code of Regulations of PERSIMMON PARK PLACE CONDOMINIUM as the same may be from time to time amended.

(3) The Grantee, for and on behalf of the Grantee and the Grantee's heirs, personal representatives, successors and assigns, by acceptance of this Deed, covenants and agrees to pay such charges as may be assessed to Grantee's Unit or Grantee by the Condominium Council of PERSIMMON PARK PLACE.

Unless the context shall indicate otherwise or unless otherwise defined, the terms used herein shall have the meanings ascribed to them in the Declaration, the Code of Regulations, or this Indenture. However, if such definition should be in conflict with the definition of such terms in the Unit Property Act, then the definition contained in the Unit Property Act shall control.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed by its authorized partners the day and year aforesaid.

PERSIMMON PARK PLACE, L.P
A Delaware Limited Partnership

BY _____ (SEAL)
George F. Gardner, III
General Partner

BY _____ (SEAL)
Raymond J. Clatworthy
General Partner

BY _____ (SEAL)
Robert S. Appleby
General Partner

BY _____ (SEAL)
Richard M. Appleby, Jr.
General Partner

1987 11 305

STATE OF DELAWARE *
* SS:
COUNTY OF KENT *

BE IT REMEMBERED, That on this day of , A.D. 1987, personally appeared before me, a Notary Public for the State and County aforesaid, GEORGE F. GARDNER, III, RAYMOND J. CLATWORTHY, ROBERT S. APPLEBY, RICHARD M. APPELBY, JR., all of the general partners of Persimmon Park Place, L.P., a Delaware limited partnership, each of said general partners being known to me personally to be such, and acknowledged this Indenture to be their act and deed and the act and deed of said limited partnership; that the signature of the general partners is in their own proper handwriting and that their act of signing, sealing, acknowledging and delivering said Deed was first duly authorized by said limited partnership.

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

Notary Public

RECEIVED FOR RECORD

Nov 9 12 40 PM '87

MICHAEL T. COUSE
RECORDER OF DEEDS
KENT COUNTY, DELAWARE

\$3.00 STATE DOCUMENT FEE PAID