

ASSIGNMENT OF DECLARANT RIGHTS

This Assignment of Declarant Rights (“the Assignment”) under the Declaration of Restrictions relating to the Reserve at Pilottown, Tax Parcel No. 3-35-8.00-14.01-427.00 through 538.00 (“the Declaration”), is made by BLENHEIM MANAGEMENT COMPANY, a Delaware corporation (“the Assignor”), and the RESERVE AT PILOTTOWN MAINTENANCE CORPORATION, a Delaware corporation (“the Assignee”).

Whereas, the Assignor is the “Declarant” under the Declaration dated August 5, 2004 and filed with Recorder of Deeds in Sussex County, Delaware; and

Whereas, the Assignor desires to transfer and assign all of its rights, powers, privileges, and authorities as Declarant under the Declaration to the Assignee; and

Whereas, Section 4.07 of the Declaration provides that Declarant shall have the right “to assign temporarily or permanently all or any part of its rights, powers, privileges, and authorities hereunder to the Corporation” defined in Section 3.01 as “the Reserve at Pilottown Maintenance Corporation” by “written document specifically reciting its intent so to assign which shall be executed and acknowledged by” the Corporation “and recorded in the aforesaid Office where this Declaration lies recorded.”

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. **Transfer and Assignment of Declarant’s Rights.** The Assignor does hereby grant, set over, transfer, and assign to the Assignee, its successors and assigns, all of the Assignor’s rights, title, interest, powers, privileges, benefits, and obligations as Declarant under the Declaration. The Assignee shall hereinafter have all rights to act and exercise all rights, title, interest, powers, privileges, benefits, and obligations as Declarant under the Declaration. Provided, however, that the limitations of liability provisions of Section 3.09 of the Declaration shall continue to apply to the Assignor notwithstanding this Assignment.

2. **Assignee's Acceptance of Assignment.** The Assignee accepts the assignment of the Assignor's rights, title, interest, powers, privileges, benefits, and obligations as Declarant under the Declaration and expressly assumes and agrees to keep, perform, and fulfill all of the obligations of the Assignor under the terms and provisions of the Declaration.
3. **No Other Changes.** Except as specifically set forth in the Assignment, the terms and provisions of the Declaration shall remain unmodified and the Declaration is hereby confirmed as being in full force and effect.
4. **Survival of Provisions.** The Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
5. **Indemnity.** The Assignee agrees to indemnify and hold harmless from and against any claims or liabilities which may be asserted against the Assignor as a result of any acts or omissions relating to this Assignment or the Declaration arising after the date of the Assignment.

ASSIGNOR

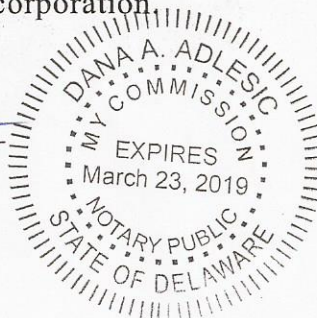
BLLENHEIM MANAGEMENT COMPANY, a Delaware corporation

By: Jay N. Sonecha
Jay N. Sonecha
President

STATE OF DELAWARE :
NEW CASTLE COUNTY : s

This instrument was acknowledged before me on this 15th day of December, 2016, by Jay N. Sonecha, President of Blenheim Management Company, a Delaware corporation, on behalf of said corporation.

Dana A. Adlesic
Notary Public



ASSIGNEE

RESERVE AT PILOTTOWN MAINTENANCE CORPORATION, a Delaware corporation

By: *Karen Fleck*
Karen Fleck
President and Chair of the Board of Directors

STATE OF DELAWARE :
SUSSEX COUNTY : s

¹⁵ This instrument was acknowledged before me on this 22ND day of DEC,
2016, by Karen Fleck, President and Chair of the Board of Directors of the Reserve at
Pilottown Maintenance Corporation, a Delaware corporation, on behalf of such corporation.

[Signature]
Notary Public

