

After recording, please return to:
Delmar Fairways, LLC
5551 Oakland Mills Road
Columbia, Maryland 21045

ASSIGNMENT OF CLUB HOUSE, LLC AND
POOL HOUSE, LLC

THIS ASSIGNMENT ("Assignment"), dated this 23rd day of March, 2012, by and between Club House, LLC, and Pool House, LLC, limited liability companies of the State of Maryland, (collectively "Assignor"), and Delmar Fairways, LLC, a Maryland limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the beneficiary under that certain Declaration Establishing Liens for Facility Assessments, dated May 30, 2002, concerning the Subdivision known as "Wood Creek", which Declaration is recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No.1940, Folio 099, and any amendments thereto ("the Declaration"); and

WHEREAS, Assignor is the beneficiary under that certain Declaration Establishing Liens for Facility Operations Assessments Supplemental, dated September 30, 2004, which supplemental Declaration is recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 2297, Folio 362, and any Amendments thereto ("the Supplemental Declaration") (Note: Erroneously signed in its acceptance as "Swimming Pool, LLC")(the Declaration and Supplemental Declaration are hereinafter collectively referred to as the "Declarations"); and

WHEREAS, Assignor has agreed, in accordance with and subject to the terms and conditions contained in that certain Assignment Agreement between the parties hereto and dated of even date herewith (hereinafter the "Assignment Agreement"), to transfer and assign to Assignee all of Assignor's rights, title, and interests as beneficiary, pursuant to said Declarations.

WHEREAS, the Assignor has transferred to Assignee real property more particularly set forth in the following two (2) deeds: (1) Deed, dated March 7, 2012, from Club House, LLC, to Delmar Fairways, LLC, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 3412, Folio 227; and (2) Deed, dated March 7, 2012, from Pool House, LLC, to Delmar Cabana, LLC, and recorded among the Land Records of Wicomico County, Maryland, in Liber M.S.B. No. 3412, Folio 224.

NOW, THEREFORE, in consideration of mutual covenants, premises and conditions herein set forth, and other good and valuable consideration (but no monetary consideration) the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties hereto, intending to be legally bound, agree as follows:

1. Recitals. The foregoing recitals and the Assignment Agreement are hereby incorporated herein by reference as if fully set forth as this point in the text of this Assignment.

2. Transfer and Assignment. Assignor hereby sells, transfers, grants and assigns to Assignee, its successors and assigns, all their rights, title and interests of Assignor in, to and under the said Declarations, including the power to collect the Facilities Assessments, as set forth in said Declarations for Assignee's own use and benefit.

Notwithstanding anything contained herein to the contrary, Assignor hereby retains any and all rights as a Declarant under the Declarations to collect unpaid Facilities Assessments due, owing or accruing as of the date of this Assignment or prior to the date of this Assignment.

3. Payments to Assignee. Payments to Assignee for amounts due and owing for the calendar year 2012 and thereafter shall be made payable to:

Delmar Fairways, LLC
5551 Oakland Mills Road
Columbia, Maryland 21045
(410) _____

4. Headings. The headings used in this Assignment are for purposes of convenience only and shall not be used in construing the provisions hereof.

5. Covenant of Further Assurances. Assignor and Assignee agree to execute such other documents and perform such other acts, without the requirement of monetary payment for the same, as may be reasonably necessary or desirable to carry out the purposes of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

WITNESS:

ASSIGNOR:

CLUB HOUSE, LLC

W. Nelson

By: D. Howe
Daniel E. Howe, General Manager

POOL HOUSE, LLC

W. Nelson

By: D. Howe
Daniel E. Howe, General Manager

Acceptance by Assignee:

WITNESS:

ASSIGNEE:

DELMAR FAIRWAYS, LLC

Rose Wilkinson

By: B. Mehta 3/23/2012
Barry Mehta, Managing Member

STATE OF MARYLAND, COUNTY OF WICOMICO; to wit:

I HEREBY CERTIFY that on this 21ST day of March, 2012, before me, a Notary Public of the State aforesaid, personally appeared Daniel E. Howe, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the forgoing instrument and acknowledged that as the General Manager of Club House, LLC, a Maryland limited liability company, he executed the forgoing instrument for the purposes therein contained.

Robin L. Nelson
Notary Public

My commission expires: 9/17/2014



STATE OF MARYLAND, COUNTY OF WICOMICO; to wit:

I HEREBY CERTIFY that on this 21ST day of March, 2012, before me, a Notary Public of the State aforesaid, personally appeared Daniel E. Howe, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the forgoing instrument and acknowledged that as the General Manager of Pool House, LLC, a Maryland limited liability company, he executed the forgoing instrument for the purposes therein contained.

Robin L. Nelson
Notary Public

My commission expires: 9/17/2014



STATE OF MARYLAND, COUNTY OF WICOMICO; to wit:

I HEREBY CERTIFY that on this 23rd day of March, 2012, before me, a Notary Public of the State aforesaid, personally appeared **Barry Mehta**, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the forgoing instrument and acknowledged that as the Managing Member for Delmar Fairways, LLC, a Maryland limited liability company, he executed the forgoing instrument for the purposes therein contained.


Notary Public



My commission expires: 01/19/2016