

INSTRUMENT INFORMATION FOR NEW CASTLE COUNTY RECORDS
Instr: 20010124-0004939 01/24/2001
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Michael Battaglia T20010003609
New Castle County Recorder MISC

Tax Parcel Nos.: 12-006.00-050 & 12-012.00-060

Prepared by and Return to:
Leon L. Vinokur, Esquire
Young Conaway Stargatt & Taylor, LLP
P.O. Box 391
Wilmington, DE 19899-0391

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (the "Declaration"), made this 29th day of August, 2000, by **D.M. PEOPLES INVESTMENT CORP.**, a Delaware corporation (hereinafter referred to as the "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of those certain lots, pieces, or parcels of land, consisting of approximately 109.00 acres, situate along Delaware Route 71, Red Lion Hundred, New Castle County and State of Delaware, described in Exhibit "A" attached hereto as a part hereof (the "Property"), being known as "Estates of Red Lion", as shown on that certain Record Major Subdivision Plan of Estates of Red Lion (the "Plan") prepared by D.M. Peoples Investment Corp., dated December 17, 1999, of record in the Office of the Recorder of Deeds, in and for New Castle County and the State of Delaware, in Microfilm No. 14338, being a residential subdivision of approximately 173 lots for single family dwellings (each of such 173 lots being hereinafter referred to individually as a "Lot" and collectively as the "Lots"); and

WHEREAS, Declarant desires to develop on the Property a residential community for the benefit of said community and which community shall consist of a variety of single-family dwelling units; and

WHEREAS, Declarant desires to provide for the orderly preservation of property values for the individual Lots in said community and, to that end, desires to subject the Property to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of the said Property and each owner thereof.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: The Declarant does hereby covenant and declare that it shall hold and stand seized of the Property subject to the following covenants and restrictions, which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns:

ARTICLE I.
GENERAL USE RESTRICTIONS

Section 1. Private Residences. Each Lot in the Property shall be used for private residential purposes only and no buildings of any kind except private dwelling units shall be erected or maintained on any Lot.

Section 2. Trailers, Mobile Homes, Etc. No temporary structure, including trailers and mobile homes, shall be permitted or maintained upon any Lot.

Section 3. Animals and Pets. No animals of any kind other than usual household pets shall be kept or maintained on any part or portion of any Lot, and no horses, cows, goats, hogs, poultry, pigeons, or similar animals shall be kept on any part or portion of any Lot. Breeding of domestic animals of any kind on any part or portion of any Lot or in any building or structure thereon, is expressly prohibited. Outbuildings, such as dog houses, rabbit hutches and similar structures shall be constructed of wood, of high quality craftsmanship, be no more than four (4) feet in height, and have a floor area no greater than of twelve (12) square feet. In any event, no such outbuildings shall be erected or maintained upon any Lot until the required approvals have been obtained in accordance with Section 19 herein.

Section 4. Vegetable Gardens. No vegetable gardens shall be kept or maintained on the front yards or side yards of any Lot.

Section 5. Television and Radio Antennas, Satellite Dishes and Exterior Mechanical Devices, Etc. No television antennas, radio antennas, satellite dishes, television or radio receiving or transmitting devices, solar energy panels or any other exterior mechanical devices shall be installed, constructed, placed or maintained on any Lot, except that the same may be installed, constructed, placed and/or maintained if it is confined within the interior of the dwelling unit; provided, however, that one satellite dish, no larger than twenty-four inches (24") in diameter and no taller than four feet (4') in height, may be erected or mounted on the rear of the dwelling or in the rear yard of the Lot. Exterior Christmas lights and/or ornaments shall be permitted, provided that such lights are removed no later than January 30th of any year.

Section 6. Trash Receptacles. Trash receptacles shall be kept in clean, sanitary and enclosed areas, hidden from view, except that they may be placed temporarily at street side on the regular day of collection if required by the collection agency.

Section 7. Prohibited Vehicles. No trucks, buses, travel trailers, boat trailers, boats, utility trailers, commercial vans, tractors, campers or vehicles immobilized

utility vehicles up to 10,000 pounds G.V.W. shall be permitted, provided they do not exceed a height of seven (7) feet.

Section 8. Signs. No signs of any nature whatsoever shall be erected, placed or maintained on any Lot, except that a single real estate "For Sale" sign may be so placed and maintained, but must be removed within five (5) days after a non-contingency contract for sale and purchase for such Lot has been signed by all parties thereto.

Section 9. Fences. No enclosing or non-enclosing fence or barrier (hereinafter the "fence") shall be erected on any Lot closer to the front street line than the rear-most wall of the principal building on said Lot. No fences shall be of a height of more than four (4) feet to the top of the upper rail and all such fences shall be of split rail design, with not more and not less than three (3) rails, and constructed only of wood. Such wood may be left untreated to weather naturally or stained to a wood-tone finish, but may not be stained any other color and may not be painted. No such fences shall be constructed or maintained upon any Lot until the plans for the same have been approved by Declarant, in accordance with the provisions of Section 19 herein.

Section 10. Swimming Pools. No above-ground swimming pools shall be constructed or maintained on any Lot, except that children's wading pools not exceeding two (2) feet in height shall be permitted.

Section 11. Trees, Shrubs and Landscaping. Any and all trees, shrubs and/or landscaping planted or provided by the Declarant, its successors or assigns, must remain undisturbed for a period of ten (10) years, except for ordinary maintenance, feeding and disease control.

Section 12. Yards. No statues, sculptures, painted trees, ornaments, or replicas of animals or other like objects may be affixed to or placed on any Lot or building.

Section 13. Trampolines. No trampolines of any kind whatsoever shall be erected or maintained on any Lot.

Section 14. Clothes Lines. No permanent outside clothes lines or clothes line posts shall be erected or maintained on any Lot, except that portable outside clothes lines are permitted, provided same are utilized for clothes during daylight hours only.

Section 15. Right-of-Ways. No structures, improvements, or equipment, of any nature, including rocks, trees, etc., except for standard mail boxes, shall be constructed or installed within the right-of-ways of the subdivision streets. The owner of each Lot shall be responsible for maintaining the areas between the boundary of the Lot and the actual paved area of the right-of-ways.

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Section 16. Outbuildings. No outbuildings, sheds, garages, enclosed outdoor storage facilities, or other similar structures shall be erected, placed or maintained on any Lot unless such structures are: (i) constructed of a material other than metal; (ii) are located only in the rear yard of any Lot; (iii) do not exceed the aggregate size of eighty (80) square feet on each Lot; (iv) do not exceed a height of eight (8) feet above ground level; (v) are built in accordance with plans, specifications and illustrations approved by Declarants or their successors or assigns pursuant to Section 19 of this Declaration; and (vi) if such structures are outbuildings for animals or pets, such as dog houses, rabbit hutches and similar structures, such structures shall also comply with the requirements of Section 3 of this Declaration.

Section 17. Basketball Goals. No basketball goals shall be erected, placed or maintained on any Lot at any time, except for (i) a maximum of one permanently installed goal located in the rear driveway of each Lot, or (ii) temporary basketball goals that are removed within forty-eight (48) hours after being placed on the Lot to an indoor storage location, and that are not placed outside again for at least another forty-eight (48) hours. Notwithstanding the foregoing, in no event shall any temporary basketball goals be placed at any time within the right-of-ways of the subdivision streets.

Section 18. Easements. Easements and rights-of-way are hereby reserved on, over, under and along each Lot for poles, wires, conduits, pipes, for lighting, heating, gas, electricity, telephone, and any other public or quasi-public utility service purposes, for drainage, and for sewers and pipes of various kinds, all of which shall be confined, as practicable, ten (10) feet from the front and rear property lines of each Lot and seven (7) feet from the side lines of each Lot, together with the right of access thereto for the purpose of further construction and/or repair. A twenty (20) foot wide easement, ten (10) feet on each side of the centerline, of each pipe, structure, line or swale, shall be created, wherever possible, where a sanitary sewer or storm sewer exists. No building or other permanent structure shall be erected or maintained on any part of any area herein reserved as an easement and/or right-of-way.

Section 19. Review of Plans. Notwithstanding anything contained herein to the contrary, no outbuildings, buildings, structures of a temporary or permanent nature, swimming pools, fences or other construction or improvements shall be constructed, erected or placed upon any Lot, nor shall any exterior addition to or change or alteration thereof, including but not limited to exterior facade, color change, and/or change in grade or drainage be made until the plans and specifications, with illustrations, showing the nature, kind, shape, color, height materials and proposed location of same, shall have been submitted to and approved in writing by the Declarant. The Declarant, its successors or assigns, in connection with the review of said plans, specifications and illustrations, shall have the right to approve or disapprove any such matters which in its opinion are not suitable or desirable to the community. In passing upon such plans and specifications, Declarant or its successors or assigns shall consider the following factors:

a) The quality, aesthetic suitability, nature, kind, and shape of the proposed building or other structure;

- a) The quality, aesthetic suitability, nature, kind, and shape of the proposed building or other structure;
- b) The color, height and materials of which it is to be constructed;
- c) The specific site upon which it is proposed to construct or erect the same;
- d) The harmony of the proposed change, alteration, addition, building or structure with structures on neighboring properties and the outlook and view from the neighboring properties.
- e) The effect on the reasonable passage of light and air to the neighboring properties.

For purposes of this Declaration, the Declarants shall have the sole and exclusive right to determine when lot lines and/or street lines shall be "front" or "side" lines.

ARTICLE II. **CHANGES IN THE DECLARATION**

These covenants and restrictions may be changed, altered, modified or extinguished in whole or in part, at any time, by an instrument in writing signed by the record owners of two-thirds (2/3) of the Lots, which shall be recorded in the Office of the Recorder of Deeds, New Castle County, State of Delaware, excepting, however, that the Declarant, so long as it is the owner of at least twenty-five percent (25%) of the total number of Lots on the Property, shall have the absolute right to amend this Declaration from time to time without the joinder of any other owners by executing and recording an amendment in the Office aforesaid.

ARTICLE III. **ENFORCEMENT**

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver to enforce the other restrictions contained herein. In the event Declarant, its successors or assigns, incurs any expenses, including attorneys' fees, in connection with its efforts to enforce the terms hereof, the Lot owner in violation of these covenants shall also be obligated to reimburse Declarant, its successors or assigns, for all such expenses. Actions of enforcement may be brought

by the Declarant, its successors and assigns, or any owner of any land which is the subject of this Declaration.

ARTICLE IV.
BINDING EFFECT; SEVERABILITY

This Declaration shall bind all Lots in the Property owned by Declarant as of the date on which this Declaration is recorded and all other Lots in the Property as to which the owners thereof have joined in this Declaration by separate writing. Invalidation of any one of these covenants or restrictions or any portion thereof by judgment or court order shall in no way affect any other provisions herein, which shall remain in full force and effect.

ARTICLE V.
DECLARANT'S ACTIVITIES

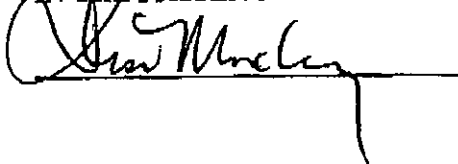
Notwithstanding anything contained in this Declaration, its provisions shall not be applied or construed as to prohibit or impede the construction by Declarant or its successors in title to vacant lots from building or selling dwelling houses, maintaining an office or offices (including trailers) for construction and/or sales, storing construction materials and equipment, or generally carrying on its business as to the development of the Property.

ARTICLE VI.
ASSIGNMENT

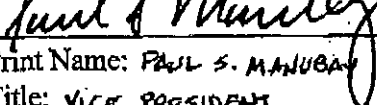
The rights, powers and interests of Declarant hereunder, including but not limited to the rights to modify or enforce these covenants and restrictions and to approve or disapprove plans pursuant to Section 19 herein, may hereafter be transferred to another party pursuant to an Assignment of Declarant's Interest signed by Declarant and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware.

IN WITNESS WHEREOF, the said Declarant has caused this Declaration of Restrictions to be executed by its ^{VICE} President and its corporate seal to be hereunto affixed the day and year first above written.

SEALED AND DELIVERED
IN THE PRESENCE OF:



D.M. PEOPLES INVESTMENT CORP.,
a Delaware corporation

By:  (SEAL)
Print Name: PAUL S. MANUBAN
Title: VICE PRESIDENT

Description: Estates of Red Lion

All that certain tract of land situate in Red Lion Hundred, New Castle County, State of Delaware, being Estates of Red Lion according to the Record Major Subdivision Plan, dated 12/17/99, and more particularly described as follows:

Beginning at a point on the easterly right-of-way of Del. Rt. #71, said point being a common corner for lands of James R. & Georgi H. Bennett. Thence from said Point of Beginning the following eighteen (18) courses and distances:

- 1) N 37 ° 18' 30" E, 1505.87', along Del. Rt#71 to a corner, thence;
- 2) S 60 ° 45' 12" E, 1635.40', along lands of Red Lion Evangelistic Associates to a corner, thence;
- 3) S 64 ° 19' 20" E, 480.13', along same lands to a corner, thence;
- 4) S 52 ° 52' 19" E, 75.22', along same lands to a corner, thence;
- 5) S 27 ° 24' 03" E, 35.90', along same lands to a corner, thence;
- 6) S 44 ° 58' 46" E, 106.15', along same lands to a corner, thence;
- 7) S 71 ° 44' 50" E, 28.50', along same lands to a corner, thence;
- 8) S 53 ° 53' 35" W, 424.80', along lands of Texaco Refining & Marketing to a corner, thence;
- 9) S 13 ° 24' 51" W, 501.03', along same lands to a corner, thence;
- 10) S 4 ° 27' 16" W, 485.10', along same lands to a corner, thence;
- 11) S 7 ° 10' 34" E, 247.64', along same lands to a corner, thence;
- 12) S 9 ° 59' 47" E, 84.00', along same lands to a corner, thence;
- 13) 2672.05' on a curve of radius 11159.54, along right-of-way of the Philadelphia, Baltimore, and Wilmington Railroad to a corner, thence;
- 14) N 37 ° 52' 41" E, 278.60', along lands of Willie B. & Maggie Mullins to a corner, thence;
- 15) N 37 ° 29' 41" E, 104.35' along lands of Teddie & Susan Tolliver to a corner, thence;
- 16) S 51 ° 09' 19" E, 1760', along lands of James R. & Georgi H. Bennett to a corner, thence;
- 17) N 37 ° 29' 41" E, 209.00', along same lands to a corner, thence;
- 18) N 51 ° 09' 19" W, 418.01', along same lands to the Point of Beginning.

Containing within said metes and bounds 109.008 acres of land.



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T20040064833

Michael E. Kozikowski
New Castle Recorder MISC

Tax Parcel Numbers:
(See attached Schedule A)

Prepared by and return to:
John E. Tracey, Esquire
Young Conaway Stargatt & Taylor, LLP
The Brandywine Building
1000 West Street, 17th Floor
P.O. Box 391
Wilmington, DE 19899-0391

**FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
APPLICABLE TO ESTATES OF RED LION**

THIS FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS APPLICABLE TO ESTATES OF RED LION (the "First Amendment"), is made this 28th day of July, 2004, by D.M. Peoples Investment Corp., a Delaware corporation (hereinafter referred to as the "Declarant").

BACKGROUND

WHEREAS, Declarant is the developer of all those certain tracts, pieces or parcels of land consisting of 173 residential subdivided lots and appurtenant common facilities and open spaces within the subdivision known as Estates of Red Lion (the "Community") being more particularly shown and depicted on that certain Record Major Subdivision Plan for Estates of Red Lion, prepared by D.M. Peoples Investment Corp., as recorded in the Office of the Recorder of Deeds, New Castle County, State of Delaware in Microfilm No. 14338 (the "Plan"); and

WHEREAS, Declarant established certain covenants, restrictions, easements and rights of way with respect to the Community as more fully set forth in that certain Declaration of Restrictions dated August 29, 2000 and recorded in the Office aforesaid at Instrument Number 20010124-0004939 (the "Deed Restrictions"); and

WHEREAS, Declarant desires to amend the Deed Restrictions to correct Article I, Section 7 of the Deed Restrictions to reinsert language inadvertently omitted from the recorded Deed Restrictions regarding the presence of "Prohibited Vehicles" in the Community; and

WHEREAS, Declarant expressly reserved the right to amend the Deed Restrictions without the joinder of any owners of Lots other than the Declarant provided that the Declarant owns at least twenty-five percent (25%) of the total number of Lots in the Community, as provided under Article II thereof; and

WHEREAS, Declarant currently owns more than 25% of the Lots in the Community.

NOW, THEREFORE, the Declarant does hereby declare, covenant and agree that the Declaration is hereby amended as follows:

1. Article I, Paragraph 7 of the Deed Restrictions is amended by deleting the entire paragraph and inserting in place thereof the following new paragraph:

R "7. Prohibited Vehicles. No trucks, buses, travel trailers, boat trailers, boats, utility trailers, commercial vans, tractors, campers or vehicles immobilized for any reason, shall be kept or maintained on any street, Lot or driveway, except that pick-up trucks up to and including three-quarter (3/4) ton and enclosed vans and sport utility vehicles up to 10,000 pounds G.V.W. shall be permitted, provided they do not exceed a height of seven (7) feet."

2. Defined Terms: Any defined terms in this First Amendment shall have the definitions and meanings as provided in the Declaration, except as expressly modified or amended herein.

3. Ratification of Declaration. The Declarant acknowledges and agrees that the Declaration, as amended by this First Amendment is hereby ratified and affirmed and is in full force and effect.

4. Covenants and Restrictions Running with the Property. All of the covenants and restrictions set forth herein shall constitute covenants and restrictions running with the Community, in perpetuity, and all such covenants and restrictions shall be binding upon and inure to the benefit of the owners of the lots, and their successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the said Paul S. Manubay Vice-President of D.M. Peoples Investment Corp., has caused his hand and seal to be hereunto set the day and year first above written.

SEALED AND DELIVERED
IN THE PRESENCE OF:

D.M. PEOPLES INVESTMENT CORP.,
a Delaware corporation

[Signature]
Witness

By: Paul S. Manubay [SEAL]
VICE, President

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 28th day of July, 2004, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Paul S. Manubay Vice-President of D.M. Peoples Investment Corp., a 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 as duly authorized by its Board of Directors.

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

Kathleen M. White
Notary Public
Print Name: Kathleen M. White
Date Commission Expires: 10-22-2005

KATHLEEN M. WHITE
NOTARY PUBLIC OF DELAWARE
My Commission Expires October 22, 2005

Attest:

Harmon Cook (SEAL)
Asst. Secretary

[CORPORATE SEAL]

STATE OF DELAWARE)
)SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 29 day of August, 2000, personally appeared before me, Paul S. MANDAY, the Vice-President of D.M. Peoples Investment Corp., a Delaware corporation, party to this indenture and acknowledged this indenture to be his/her act and deed and the authorized act and deed of said corporation.

Kathleen M White (SEAL)
NOTARY PUBLIC
Print Name: Kathleen M White
Commission Expires: 10/27/01



Description: Estates of Red Lion

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YOUNG CONAWAY STARGATT & TAYLOR, LLP

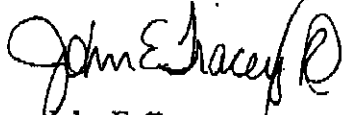
Ms. Desi Moxley

January 28, 2003

Page 2

I look forward to hearing from you and, as always, should you have any questions, please do not hesitate to contact me at 571-6740.

Very truly yours,



John E. Tracey

JET:rlm
Enclosures