

0 526PG275

006389

**Tax Parcel Numbers:**

SM-00-112.00-03-01.00-000 thru SM-00-112.00-03-27.00-000

SM-00-112.00-04-01.00-000 thru SM-00-112.00-04-10.00-000

**Prepared By and Return To:**

Saul Ewing LLP

P.O. Box 1266

Wilmington, DE 19899

(SDG)

03 MAR 12 P 4:14.2

**DECLARATION OF RESTRICTIONS  
APPLICABLE TO IRISH HILL**

THIS DECLARATION, made this 3<sup>rd</sup> day of March, 2003, by IRISH HILL LAND LLC, a Delaware limited liability company (hereinafter "Declarant") and STOVER HOMES LLC, a Delaware limited liability company (hereinafter "Stover");

**WITNESSETH:**

WHEREAS, Declarant and Stover are the owners in fee simple title of:

ALL those certain lots, pieces or parcels of land, situate in South Murderkill Hundred, Kent County and State of Delaware, as shown on the Subdivision Plan of Irish Hill prepared by Earl D. Smith, Inc., Professional Land Surveyors, of record in the Office of the Recorder of Deeds, in and for Kent County, Delaware in Plot Book 62, Page 77; Plot Book 62, Page 78 and Plot Book 62, Page 79 more particularly bounded and described as set forth on Exhibit A attached hereto and incorporated herein by reference (the "Subdivision"); and

WHEREAS, Declarant and Stover wish to impose upon said lands and bind themselves, their successors and assigns who become the owners of the lots comprising said Subdivision, to certain covenants; and

0 526PG276

WHEREAS, the Declarant and Stover do impose upon said lands and premises comprising the Subdivision the following covenants:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Declarant and Stover do covenant and declare that they shall hold and stand seized of the above referenced Subdivision and shall be subject to the following restrictions, easements, covenants, agreements, conditions and reservations (hereafter "Declaration of Restrictions"), which they have already agreed shall be covenants running with the land within the aforesaid lots, and which shall be binding upon the Declarant and Stover, their successors and assigns, and which said Declaration of Restrictions are hereby imposed for the equal benefit of each lot or parcel of land included within the aforesaid metes and bounds of the Subdivision.

1. This Declaration of Restrictions shall run forever with the land included within the aforesaid metes and bounds unless such a duration would be contrary to any rule of law, in which event said restrictions shall be effective for so long as permitted by law and in no event less than twenty (20) years from the date hereof. These restrictions shall be binding upon the Declarant and Stover, their successors and assigns, and all persons claiming under it for said duration.

2. Subdivision of lots in Irish Hill shall be subject to the prior written approval of Declarant. No resubdivision of any lot shall be permitted without the prior written approval of Declarant. All lots included within the aforesaid metes and bounds shall be known and described as residential lots and no building shall be erected, placed or permitted to remain on any residential building lot in Irish Hill, other than one detached single-family dwelling house (not to exceed two and one-half (2½) stories in height or three (3) stories on the down slope side of dwelling) and an attached private garage for the exclusive use of the owner or occupant of said dwelling. For the

D 526PG277

purpose of these restrictions, "single-family" shall not include more than three (3) persons who are not related by marriage or blood, except as limited by state or federal law. Nothing in these Restrictions shall bind the Declarant, its successors or assigns, to construct any specific style or type of residence on the lots.

3. No building, structure of any kind, ornaments, fence, pond, trees or other plantings, tennis court, in-ground swimming pool, outside lights, streets, roads, or driveways and parking areas (collectively referred to as "structure" or "structures") shall be constructed, erected, placed, replaced, moved, removed or altered on any lot unless and until the proposed building plans, set-backs, specifications, materials, exterior color or finish, elevation, site layout, planting plan and/or plot plan showing the proposed location of each structure, and identification of contractor and construction schedule, shall have been submitted in writing to and approved by an Architectural Review Committee (hereinafter "ARC") for the purpose of approving all construction, improvements, site and location of buildings or structures, planting plans and similar matters within Irish Hill. Approval of plans, set-backs, location, alterations, specifications, materials, exterior color or finish, elevation, site layout, planting plan, plot plan and other matters as aforesaid may be refused by the ARC upon any ground, including safety or the appearance of the structure from the adjoining residences, which in the sole and absolute discretion of the ARC shall seem sufficient; provided, however, that the ARC shall have thirty (30) days from the actual receipt of written submission of said plans and like matters as aforesaid sent by United States Postal Service, registered mail, or other request requiring ARC approval sent by United States Postal Service, registered mail, to review said plans and like matters as aforesaid. Failure of the

D 526PG278

ARC to respond within such time shall be deemed an approval. No alterations in the exterior appearance of any building or structure shall be made unless approved by the ARC.

No outside TV or radio antenna may be erected, nor may any satellite dish larger than one (1) meter be erected on any portion of the property or upon any structure without the prior approval of the ARC. No antenna or satellite dish one (1) meter or less in diameter may be erected on a portion of a structure or on any part of a lot without the prior approval of the ARC where the antenna or satellite dish will be visible from the street unless (a) the antenna or satellite dish cannot be located on a portion of the structure such that it will not be visible from the street; or (b) by locating the antenna or satellite dish in a position where it is not visible from the street it would preclude the lot owner from receiving an acceptable quality signal from the antenna or satellite dish. In the case of either (a) or (b) above, the ARC shall approve a location for the antenna or satellite dish which shall minimize its view from the street and which shall provide the lot owner with an acceptable quality signal. All antennae and satellite dishes shall be installed in accordance with local building, electrical and fire codes. In approving any such application, the ARC may not place any requirement upon the lot owner which is unreasonable in light of the cost of the equipment or services and the visual impact of the antenna or satellite dish. It is the intent of this Paragraph to comply with all Rules established now or in the future by the Federal Communications Commission (FCC). This Paragraph shall be interpreted so as to conform with such Rules.

No fence shall be approved or erected which is greater than four (4) feet in height above ground level or which is closer to the street than the rear wall of the house. No metal or chain link fence shall be permitted.

0 526PG279

4. The Declarant may, at any time, but no later than the time of sale of the last lot owned by the Declarant, transfer the control of the ARC to the Irish Hill Service Corporation ("IHSC") as provided in Paragraph 19(b). Upon the sale of the last lot owned by the Declarant, the powers and duties of the ARC and all rights of the Declarant, as enumerated in this Declaration of Restrictions, shall become vested in the Irish Hill Service Corporation without the need for further assignment. If the Declarant sells all of its remaining Irish Hill lots in bulk to a single builder, Declarant shall have the right to assign to such builder control of the ARC and all other rights and obligations of the Declarant under these Restrictions; thereupon such builder shall be substituted under these Restrictions for the Declarant.

5. The ARC shall be made up of at least one (1), but no more than three (3), individuals. The initial member or members of the ARC shall be designated by the Declarant.

The ARC shall establish rules for the review of all plans, set-backs, locations, alterations, specifications, materials, exterior colors or finishes, elevations, site layouts, plot plans and all other matters concerning Irish Hill as aforesaid submitted to it for approval. A two-thirds (2/3) majority vote of the members of the ARC is required for the approval of any and all matters submitted to the ARC. In the event of any dispute between the ARC, any members of the ARC, the Declarant or any property owner in Irish Hill, the aggrieved party's sole remedy will be binding arbitration before the American Arbitration Association under its commercial arbitration rules. Arbitration shall be held before a single arbitrator who shall be a Delaware admitted real estate attorney and shall take place in Wilmington, Delaware. The cost of the arbitration shall be paid by the party which does not substantially prevail. The arbitrator shall be wholly without power to enter any award for exemplary or punitive damages of any kind. If the American

0 526PG280

Arbitration Association shall cease to exist, a similar national alternative dispute resolution organization shall be selected by the parties to the dispute.

Irish Hill Service Corporation and the owners of lots within Irish Hill, by accepting a deed to a lot, agree to indemnify and hold harmless the Declarant and members of the ARC if they are threatened to be made a party to or are made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a member of the ARC, or in the case of the Declarant, the Declarant acting as part of the ARC, or an employee or agent of the ARC, or is or was serving at the request of the ARC, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any such action, suit, arbitration or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the ARC, and had no reason to believe his conduct was unlawful or improper. Any person acting on the basis of an opinion of counsel shall be presumed to have acted in good faith. To the extent that the Irish Hill Service Corporation is without sufficient funds to pay the indemnified amounts as hereinbefore provided, the owner of each lot, other than the Declarant, shall contribute to the Irish Hill Service Corporation their proportionate share of those costs based upon the indemnified amount divided by the number of lots, other than lots owned by the Declarant. Such payment shall be due within thirty (30) days of the lot owner receiving a bill for those amounts. Any amounts not paid within thirty (30) days shall be a lien against the lot and improvements, junior and subordinate to any mortgage then existing on the lot, and may be

D 526PG281

collected by the Irish Hill Service Corporation or by the members of the ARC or the Declarant as any other expenses collectible under Paragraph 19(b) of this Declaration.

6. All construction, building, electrical, heating, air-conditioning, plumbing and any and all other work must be performed in accordance with the applicable existing laws, rules and regulations governing the same and shall be subject to inspection and approval by properly authorized inspectors.

7. (a) There shall not be erected, permitted or maintained upon any of the lands conveyed in this Subdivision, any above-ground swimming pool, shed, accessory building, tent, shack, barn, stable, cattle yard, hog pen, foul yard, or building of any nature or description except a single-family residence with attached garage, constructed in accordance with these restrictions, nor any graveyard, hospital, sanitarium, asylum, or similar or kindred institution nor may any truck other than a pickup body truck, truck tractor, semi-trailer, derelict car, trailer, mobile home (all as defined under 25 Del. C. §101) be maintained or remain for more than 24 hours within the subdivision.

(b) No pigs, chickens, poultry, rabbits, pigeons, cattle, goats, sheep, horses, animals traditionally considered to be wild animals, other non-household pets, or household pets which are or threaten to be vicious, be kept or placed upon any portion of the above described tract;

(c) No form of business (for profit or otherwise, including the breeding of household pets) be housed or maintained or kept on said land (except the owner may maintain a home office, provided that no employee other than a resident of the home may be employed at that location and no customer or client may visit the office); and

(d) No noxious, offensive or illegal activity be conducted on any lot, nor shall anything be done within Irish Hill which constitutes an annoyance, nuisance, illegal activity or otherwise deprive any owner or resident of the quiet enjoyment of their property. No loud noises or music, such as to annoy or offend any adjoining lot owner, may be caused or played within Irish Hill. The residences in Irish Hill are intended to be rural homes, therefore, it is necessary for each occupant of a residence to minimize activities which may be heard in adjoining residences. For this reason, the volume of music and noise must be limited to a level which cannot reasonably be heard in the adjoining residence after 9:00 p.m. on non-holiday weekdays and after 11:00 p.m. on holidays and weekends so as to minimize annoyance to neighbors.

8. There shall not be erected, permitted or maintained upon any of the lands conveyed in this Subdivision any statues, sculptures, painted trees, bird baths, replicas of animals or other like object affixed or placed on any lot. No permanent or temporary clothes drying line or other facilities shall be installed, erected or maintained in the front yard of any lot or attached to any exterior wall surface of any structure at any time.

9. No signs, notices, or advertising matter of any nature, or description, other than customary realtor signs advertising the property for sale, shall be erected, used or permitted upon any lots or ways without the prior written permission of the Declarant.

10. Subject to the prohibitions contained in Paragraph 7 hereof, no commercial or recreational vans, boats, trailers, self-propelled motor homes, campers or other recreational vehicles as defined in 21 Del. C. §101(29) or boat shall be maintained or parked on any lot or street of the herein described property, unless parked or stored in a closed garage. All vehicles



shall bear current Delaware registrations and sit on inflated tires at each wheel. No such vehicles shall remain on the street for more than forty-eight (48) hours without having been moved.

11. Each lot owner shall prevent the development of any unclean, unsanitary, unsightly or unkept conditions of buildings or grounds of his lot which shall tend to decrease the beauty or safety of the area as a whole or the specific area; nor shall any subsequent owner of these lands permit the accumulation of wild growth, logs, fallen trees, litter, new or old building material (for other than immediate use for construction approved by the ARC), or other trash upon said lands, thereby creating an unsightly, unsanitary or unsafe condition. At no time may grass or weeds be allowed to grow to a height of more than four inches (4").

12. Each lot owner shall provide receptacles for garbage, not generally visible from the common public streets and roadways of Irish Hill, or provide underground garbage receptacles.

13. The Declarant or the Irish Hill Service Corporation is permitted by these covenants, at the cost and expense of the lot owner, to correct, repair, clean, preserve, clear out, or perform any action on the property of any lot owners required by Paragraphs 11, 12 or 15 hercof, or any other provision of this Declaration of Restrictions. The Declarant or the IHSC, by entering the lot and taking such action, shall not be deemed to have trespassed. The lot owner shall promptly reimburse the Declarant or the IHSC any cost or expense incurred, together with interest and costs as provided in these Restrictions.

14. No unlicensed motor vehicles shall be used on any area located within Irish Hill, and no two or three wheeled, self-propelled vehicles, either a moped or off-highway vehicle as defined under 21 Del. C. §101 shall be used on any common area or street area located within Irish Hill, except a lot owner may permit a two or three wheeled vehicle to be operated exclusively

on the lot owner's lot. There shall be no "joy riding" on any part of Irish Hill. All vehicles shall contain properly functioning mufflers.

15. There shall be no trees, shrubbery, structures, fences or other obstructions placed in any drainage easements shown on the Record Major Subdivision Plan for Irish Hill.

16. If the Declarant hereto, Stover, or any of their successors or assigns or any one claiming under them, or any person owning any lot or occupying any house shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant, Stover, or the IHSC as their designated representative, or any person or persons owning any real property situate within said metes and bounds to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to prevent it or them from doing so and/or to recover damages or other amounts due for such violation, together with their reasonable counsel fees, costs and expenses; provided, however, that neither Declarant nor Stover, their successors or assigns, shall have any liability whatsoever based on their failure to enforce these restrictions, and nothing herein shall be construed in any manner to impose any liability on Declarant or Stover, their successors and assigns.

17. Invalidity of any one of the covenants contained herein or any part or subpart of any covenant herein by valid judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

18. An easement ten (10) feet in width is hereby reserved over the rear and side lot lines of each lot laid out on the above-described tract of land for utility and drainage purposes, including the right of installation and maintenance of said public or private utilities, said reservation and easement to be jointly for the benefit of Irish Hill and the owners of lots in the

above-described lots of land. All utility lines shall be underground, except as specifically approved by the ARC. Until one (1) year following the sale of the last lot in Irish Hill, the Declarant reserves an easement for ingress, egress and regress upon all lots to regrade all drainage easements and, when necessary, to install drainage piping within the easement.

19. In order that the provisions of these Restrictions may be enforced after the termination of the responsibilities of the Declarant and the transfer of those responsibilities to the IHSC under Paragraph 4 hereof, and in order to provide for the enforcement of the other provisions of these Restrictions and the common safety and well-being of residents of Irish Hill, the Declarant shall organize a maintenance corporation known as Irish Hill Service Corporation, whose members shall be all of the record owners of the land within Irish Hill.

(a) The purchaser of any lot in Irish Hill by the acceptance of a deed to said lot, obligates and binds himself or herself, his or her heirs and assigns, to become a member of the aforesaid IHSC and to be bound by all of its rules and regulations and to be subject to all the duties and obligations imposed by membership in said corporation, but no lot shall have more than one (1) membership.

(b) Each owner of any lot or lots, by acceptance of a deed therefor, is deemed to promise, covenant and agree to pay to the IHSC (1) annual assessments or charges, and (2) special assessments for capital improvements, or other purposes, such assessments to be fixed, established and collected from time to time as hereinafter required, provided, that all assessments must be fixed at a uniform rate for all lots. The owner of any lot agrees to pay to the IHSC his/her share of the costs associated with the maintenance of the common areas within the subdivision. In addition, at the time of settlement on any lot within the subdivision, the IHSC may collect the

0- 526PG286

equivalent of two (2) years of assessments for the maintenance costs associated with the maintenance of the common areas. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall be a lien upon the land of said owner in Irish Hill subordinate to any mortgage then existing on the lot and, in addition, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The assessments levied by the association for the maintenance of the private open space shall be used exclusively for that purpose. The other assessments levied by the association shall be used exclusively for the purpose of the improvement and maintenance of the private open space, drainage ditches and swales, maintenance, real estate taxes on the open space, repair and payment for the cost of operating any entrance sign, purchase of any insurance, if the Board of Directors deems it appropriate, enforcement of these Restrictions, including but not limited to employment of counsel, and for performing all other acts necessary or incident to the power which the IHSC is authorized to perform under these restrictions. Notwithstanding the dedication of the streets within Irish Hill, the IHSC is authorized (but not required) to collect monies for snow and ice removal for the roadways and streets if, in the opinion of the Board of Directors, the State of Delaware, Division of Highways, has failed to adequately provide for snow and ice removal within the area of Irish Hill.

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

Following the sale of the last lot owned by Declarant in Irish Hill, Declarant shall transfer control of the IHSC to the lot owners, title to any private open space and/or the private roads. Thereafter, all powers of the Declarant hereunder, except those reserved herein, shall pass to the IHSC. The IHSC shall not have any other powers under these Restrictions until all lots have been sold or conveyed by Declarant and/or any entity, organization or individual connected or related to Declarant, to subsequent grantees to whom lots have been sold in bulk and who have or will construct residences in Irish Hill as provided in Paragraph 4 hereof. Until such time, the Declarant shall exercise all rights and duties of the IHSC, including the right to levy assessments, other than for the maintenance of the private open space which has not been conveyed to the IHSC; provided, however, that Declarant shall pay the same assessments levied by it for all lots owned by it. Unless the Declarant levies an assessment, it shall not be responsible for paying assessments for lots owned by it if assessments are levied by the maintenance association for the private open space. At the first meeting of the IHSC, the members shall elect officers. The officers shall be a President, Vice President, Secretary and Treasurer, together with such Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers as the members shall elect. The number of directors shall be set by the IHSC, however, the IHSC shall have at least four (4) directors, who shall include the officers.

(c) An annual assessment, if necessary, shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting of members, and any special assessments shall be set by a two-thirds (2/3) vote of the members who are voting in person or by proxy at the annual meeting of members or at a meeting duly called for this purpose. Any notice of meeting shall be given in accordance with the By-Laws of the IHSC.

0 526PG288

(d) Any assessments which are not paid when due shall be delinquent after thirty (30) days and shall (i) bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and (ii) include a late payment fee of ten percent (10%) of the amount of the delinquent assessment, which rates may be modified by the vote of a majority of the members of the IHSC. The IHSC may bring an action at law against the owner personally obligated to pay the assessment (regular or special), or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas, streets, or common private roadways or abandonment of his or her lot.

(e) It is expressly agreed that the assessments and interest thereon, if any, referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made, and it is expressly agreed that by acceptance of title to any of the land included in said tract, the owner (not including mortgagee) from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay said assessments to IHSC, including any prior unpaid assessments.

(f) By his or her acceptance of title, each owner shall be held to vest in IHSC the right and power in its own name to take and prosecute all actions or suits, legal, equitable or otherwise, which may be in the opinion of the IHSC necessary or advisable for the collection of such assessments.

(g) All such assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charge; provided that such subordination

shall apply only to the charges that shall have become payable prior to the passing of title under foreclosure of such mortgage or mortgages, and the transferee shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that if there is a surplus at a foreclosure sale, then such surplus shall be subject to the lien created in this paragraph.

(b) Declarant, its successors and assigns, shall incorporate under the laws of the State of Delaware, prior to conveyance of the first lot hereunder to a homeowner, a membership corporation to be known as Irish Hill Service Corporation for the benefit of all lot owners as aforesaid, which corporation shall be charged with the duty of improving and maintaining said private open spaces, drainage ditches, storm water management pond, and swales in the condition required by Kent County, and discharging all other responsibilities set forth in these restrictions, and shall be charged with the payment of taxes and similar governmental charges as set forth in Paragraph 19(b) hereof.

(i) All of the record owners shall be entitled to one (1) vote for each lot in which they hold the interest of record in fee and "lot," for the purpose of this subparagraph 19(i), shall mean each such parcel of land where said parcel contains or is to contain a single-family dwelling. The vote for such lot shall be exercised as the owners may among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. If all owners of a lot cannot agree as to the manner in which their vote shall be cast, no vote shall be counted for that lot.

(j) IHSC shall at no time close or obstruct the streets, except insofar as the same shall be temporarily necessary for maintenance or repairs.

Notwithstanding anything in the foregoing paragraph to the contrary, neither the Declarant, nor IHSC, nor any party claiming through them, shall prevent or prohibit members of the general traveling public having lawful reasons therefor from traveling across and upon the streets or roadways of Irish Hill.

20. Failure of the Declarant or IHSC to enforce any of the aforesaid covenants shall not be construed to constitute a waiver of enforcement of any subsequent violations.

21. After the powers of the ARC are transferred to the IHSC, the covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said Irish Hill and each lot therein may be waived, abandoned, terminated, modified, altered or changed as to the whole of said tract or any portion thereof with the written consent executed by the owners of seventy-five percent (75%) of the lots contained in Irish Hill. No such waiver, abandonment, termination, modification or alteration shall become effective until the proper instrument in writing shall be executed, acknowledged and recorded in the Office of the Recorder of Deeds, in and for Kent County, State of Delaware. The consent of any mortgagee holding an interest in property within Irish Hill shall not be necessary to waive, abandon, terminate, modify, alter or change any of the covenants, agreements, conditions, reservations, restrictions or charge created by this Declaration of Restrictions provided the interests of such mortgagees are not materially and adversely affected thereby. Notwithstanding the foregoing, so long as Declarant, its successors or any purchaser in bulk, owns any lots in Irish Hill, it shall have the similar right to amend these Restrictions or resubdivide the property without the consent of



any other lot owner or mortgagee, provided that (a) the amendment is necessary to comply with any State, County or Federal rule or regulation, the rules of any State or Federal agency (including but not limited to FHA, VA, FMHA or FNMA), or law or to correct technical or other errors in these Restrictions or such other change which, in the opinion of the Declarant is necessary or appropriate to the development of the Property, and which will not unreasonably or materially affect any lot owner or mortgagee; or (b) may otherwise amend these Restrictions without the consent of any of the lot owners without the consent of any mortgagee, provided that the amendment will not unreasonably or materially affect any mortgagee and shall not adversely affect the majority of the lot owners in Irish Hill.

22. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall apply to, run with and bind only the lands included within the aforesaid metes and bounds and in no event shall the same be construed to apply to or in any manner bind or affect any lands not included within the aforesaid metes and bounds, whether such lands are contiguous thereto or otherwise, and no owner of any lot or lots included within the aforesaid metes and bounds shall have any right or easements whether in law, equity or otherwise, in and to any lands not included within the aforesaid metes and bounds, and law, custom or usage to the contrary notwithstanding.

IN WITNESS WHEREOF, the said Declarant and Stover have caused these presents to be duly executed the day and year first hereinabove written.

IRISH HILL LAND LLC

Moni H. Lody  
Witness

By: Jeffrey B. Stover - Manager (Seal)  
Jeffrey B. Stover, Manager

D 526PG292

Stover Homes LLC

James M. Stover  
Witness

By: [Signature] (Seal)  
Gary Stover Jr., Manager

State of Delaware :  
:33.  
New Castle County :

This Instrument was Acknowledged before me on this 3 day of April, 2003,  
by Jeffrey B. Stover, Manager of Irish Hill Land LLC.

[Signature]  
Notary Public/Notarial Officer

State of Delaware :  
:33.  
New Castle County :

This Instrument was Acknowledged before me on this 27<sup>th</sup> day of February, 2003,  
by Gary Stover Jr., Manager of Stover Homes LLC.

[Signature]  
Notary Public/Notarial Officer

Carol S. Anderson

Tax Parcel 1:

ALL that certain lot, piece or parcel of land situated in South Murderkill Hundred, Kent County and State of Delaware, lying on the south side of Woodleytown Road and on the north side of Irish Hill Road, a short distance southwest of Autumn Moon Lane; being bounded on the north by Woodleytown Road, Midessa Farms Minor Subdivision as recorded in Plot Book 46, Page 65 and Lot #4 Midessa Farms Minor Subdivision as recorded in Plot Book 48, Page 74 and lands now or late of Richard R. and Eduvigis M. Baines; on the east by lands now or late of Richard R. and Eduvigis M. Baines, lands now or late of Benjamin H. Lim and Eleanor Merrick and Lot #4 Midessa Farms Minor Subdivision; on the south by Irish Hill Road by Lot #4 Midessa Farms Minor Subdivision; on the west by lands now or late of P. Lloyd and David E. Sheats and being more particularly described in accordance with a metes and bounds description prepared by Earl D. Smith, Inc., Professional Land Surveyors, dated April 26, 2002, as follows to wit:

**BEGINNING** at a point in the south line of Woodleytown Road at a corner for this lot and lands now or late of James H. Ralph and Peggy J. O'Brien; said point of beginning commencing from the intersection of the centerline of Autumn Moon Lane with the centerline of Woodleytown Road running in a southwesterly direction a distance of 281.16 feet to a point in the centerline of Woodleytown Road; thence crossing over Woodleytown Road; South 30 degrees 34 minutes 24 seconds East, 25.70 feet to the point of beginning; thence running from the said point of beginning with lands now or late of James H. Ralph and Peggy J. O'Brien on the following five courses: (1) South 30 degrees 34 minutes 24 seconds East, 88.81 feet to a point; thence (2) South 27 degrees 00 minutes 25 seconds East, 30.13 feet to a point; thence (3) South 55 degrees 40 minutes 30 seconds East, 28.46 feet to a point; thence (4) South 37 degrees 14 minutes 24 seconds East, 64.00 feet to a point; thence (5) South 29 degrees 38 minutes 43 seconds East, 45.40 feet to a point at a corner for this lot, lands now or late of Ralph and O'Brien and Pleasant Valley Subdivision; thence running with said Pleasant Valley Subdivision on the following three courses: (1) South 00 degrees 17 minutes 09 seconds West, 43.93 feet to a point; thence (2) South 40 degrees 22 minutes 53 seconds East, 73.03 feet to a point; thence (3) South 13 degrees 09 minutes 07 seconds East, 15.00 feet to a point at a corner for this lot, Pleasant Valley Subdivision and lands now or late of Richard R. and Eduvigis M. Baines; thence running with said lands now or late of Baines on the following eleven courses: (1) South 23 degrees 43 minutes 54 seconds West, 42.94 feet to a point; thence (2) South 19 degrees 04 minutes 37 seconds East, 216.60 feet to a point; thence (3) South 75 degrees 21 minutes 29 seconds East, 113.31 feet to a point; thence (4) South 62 degrees 04 minutes, 37 seconds East, 40.91 feet to a point; thence (5) South 24 degrees 14 minutes 45 seconds West, 92.34 feet to a point; thence (6) South 01 degree 32 minutes 56 seconds West, 282.15 feet to a point; thence (7) South 39 degrees 48 minutes 45 seconds East, 355.41 feet to a point; thence (8) North 38 degrees 23 minutes 31 seconds East, 71.12 feet to a point; thence (9) North 60 degrees 09 minutes 31 seconds East, 94.66 feet to a point; thence (10) North 10 degrees 19 minutes 25 seconds East, 119.97 feet to a point; thence (11) North 30 degrees 55 minutes 07 seconds East, 135.91 feet to a point at a corner for this lot, lands now or late of

Baines and lands now or late of Benjamin H. Lim and Eleanor Merrick; thence running with said lands now or late of Lim and Merrick, South 25 degrees 23 minutes 12 seconds East, 1,114.34 feet to a point in line of lands now or late of Lim and Merrick at a corner for this lot and Lot #4 Midessa Farms Minor Subdivision; thence running with said Lot #4 on the following two courses: (1) South 64 degrees 36 minutes 48 seconds West, 200.00 feet to a point; thence (2) South 25 degrees 23 minutes 12 seconds East, 217.75 feet to a point at a corner for this lot and Lot #4 in the north line of Irish Hill Road; thence running with the north line of Irish Hill Road on the following two courses: (1) running in a southwesterly direction with a 2,835.58 foot radius curve to the right an arc distance of 770.72 feet having a chord bearing South 73 degrees 17 minutes 11 seconds West, 768.35 feet to a point; thence (2) South 81 degrees 04 minutes 22 seconds West, 186.29 feet to a point in the north line of Irish Hill Road at a corner for this lot and lands now or late of P. Lloyd and David E. Sheats; thence running with said lands now or late of Sheats, North 25 degrees 06 minutes 53 seconds West, 1,831.43 feet to a point at a corner for this lot, lands now or late of Sheats, Lot #1 Sheats Minor Subdivision and Lot #3 Midessa Farms Minor Subdivision; thence running with said Lot #3, Lot #2 and Lot #1 Midessa Farms Minor Subdivision on the following two courses: (1) North 46 degrees 01 minutes 50 seconds East, 674.38 feet to a point; thence (2) North 43 degrees 58 minutes 10 seconds West, 217.80 feet to a point at a corner for this lot and Lot #1 Midessa Farms Minor Subdivision in the south line of Woodleytown Road; thence running with the south line of Woodleytown Road; North 46 degrees 01 minute 50 seconds East, 249.70 feet to the point and place of beginning and containing 47.1399 acres of land be the same more or less.

Parcel 2:

ALL that certain lot, piece or parcel of land situated in South Murderkill Hundred, Kent County and State of Delaware, lying on the south side of Woodleytown Road and the north side of Irish Hill Road and; being bounded on the south by Irish Hill Road and Lot #1 Appenzeller Minor Subdivision; on the west by lands now or late of P. Lloyd and David E. Sheats; on the north by Woodleytown Road and Lot #1 Appenzeller Minor Subdivision; on the east by P. Lloyd and David Sheats Minor Subdivision, Lot #1 Appenzeller Minor Subdivision and lands of Midessa Farms and being more particularly described in accordance with a metes and bounds description prepared by Earl D. Smith Inc., Professional Land Surveyors, dated March 25, 2002, as follows to wit:

**BEGINNING** at a point in the south line of Woodleytown Road at a corner for this lot and lands now or late of P. Lloyd and David E. Sheats; said point of beginning commencing from the intersection of the north line of Irish Hill Road with the south line of Woodleytown Road, North 46 degrees 52 minutes 44 seconds East, 975.00 feet to the point of beginning; thence running from said point of beginning with the south line of Woodleytown Road on the following two courses (1) North 46 degrees 52 minutes 44 seconds East, 275.29 feet to a point; thence (2) North 46 degrees 01 minutes 50 seconds East, 1,163.29 feet to a point at a corner for this lot and Lot #3 P. Lloyd and David E. Sheats Minor Subdivision; thence running with said Lot #3 Sheats Minor Subdivision, South 43 degrees 58 minutes 10

D 526PG295

seconds East, 217.80 feet to a point at a corner for this lot and Lot #3; thence running with Lot #3, Lot #2 and Lot #1 North 46 degrees 01 minute 50 seconds East, 562.31 feet to a point at a corner for this lot, Lot #1 Sheats Minor Subdivision, Lot #3 Midessa Farms Minor Subdivision and lands now or late of Midessa Farms; thence running with said lands now or late of Midessa Farms, South 25 degrees 06 minutes 53 seconds East, 1,831.43 feet to a point at a corner for this lot and lands of Midessa Farms in the north line of Irish Hill Road; thence running with the north line of Irish Hill Road, South 81 degrees 04 minutes 22 seconds West, 747.28 feet to a point in the north line of Irish Hill Road at a corner for this lot and Lot #1 Appenzeller Minor Subdivision; thence running with Lot #1 on the following three courses: (1) North 08 degrees 55 minutes 38 seconds West, 217.80 feet to a point; thence (2) South 81 degrees 04 minutes 22 seconds West, 200.00 feet to a point; thence (3) South 08 degrees 55 minutes 38 seconds East, 217.80 feet to a point at a corner for this lot and Lot #1 in the north line of Irish Hill Road; thence running with the north line of Irish Hill Road on the following three courses: (1) South 81 degrees 04 minutes 22 seconds West, 646.03 feet to a point; thence (2) running in a southwesterly direction with a 2,261.83 foot radius curve to the right an arc distance of 523.28 feet having a chord bearing South 87 degrees 42 minutes 02 seconds West, 522.12 feet to a point; thence (3) North 85 degrees 40 minutes 18 seconds West, 335.84 feet to a point in the north line of Irish Hill Road at a corner for this lot and lands now or late of P. Lloyd and David E. Sheats; thence running with said lands now or late of Sheats, North 5 degrees 01 minute 01 second East, 674.05 feet to the point and place of beginning and containing 63.8596 acres of land be the same more or less.

