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YOUNG, CONAWAY, STARGATT & TAYLOR
Eleventh Floor
Rodney Square North
P.O. Box 391
Wilmington, DE 19899-0391

DECLARATION OF RESTRICTIONS

Between:

Eastern States Development Company, Inc.

Dated: 9/9/98

Acknowledged: 9/9/98

Property: Stonefield

THIS IS TO CERTIFY that the above document was received for record in the Office of the Recorder of Deeds, in and for New Castle County, State of Delaware, on October 29, 1998 at 10:52 a.m. and the same now remains of Record.

Michael B. Battaglia
RECORDER

Tax Parcel No: 14-007.00-032

Prepared by and return to:
Brent C. Shaffer, Esquire
Young Conaway Stargatt & Taylor, LLP
P.O. Box 391
Wilmington, Delaware 19899-0391

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (the "Declaration"), made this 9th day of September, 1998, by EASTERN STATES DEVELOPMENT COMPANY, INC., a Delaware corporations, formerly known as First State Enterprises, Inc. (hereinafter referred to as the "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of those certain lots, pieces, or parcels of land, situate along Old State Road, Appoquinimink Hundred, New Castle County and State of Delaware, described in Exhibit "A" attached hereto as a part hereof (the "Property"). Being known as "Stonefield", as shown on that certain Record Major Subdivision Plan of Stonefield (the "Plan") prepared by KCI Technologies, Inc., dated March 3, 1995, last revised July 8, 1996, of record in the Office of the Recorder of Deeds, in an for New Castle County and the State of Delaware, in Microfilm No.12919, being a residential subdivision of 185 lots for single family dwellings (each of such 185 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 1.
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, or high quality craftsmanship, be no more than four (4) feet in height, and have a floor area erected 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 two satellite dishes, 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 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.

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. Split rail designs shall be no higher than four (4) feet to the top of the upper rail, 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. Cast aluminum designs shall be no higher than four (4) feet, picket style, with the pickets no closer than two (2) inches. Wood picket style designs shall be no higher than (4) feet, pickets constructed of spruce and/or cedar, with pickets no closer than (2) inches. Such wood must be stained to a wood tone finish, but may not be stained any other color and may not be painted. Wood picket style design may be erected solely around in-ground pools. No chain link designs are allowed. 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 provision of Section 19 herein. (Revised 4/19/11)

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 in the common open spaces, 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 Stonefield 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.

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 One Hundred Ninety Two (192) square feet on each Lot; (iv) do not exceed a height of nine (9) 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 Stonefield subdivision streets.

Section 18. Easements. Easements and rights-of-way 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 façade, color change, and/or change in grade or drainage be made until the plans and specification, 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 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;
- 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.”

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 (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 a waiver to enforce the other restriction 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. Action 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 Declaration 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 provision 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 President and its corporate seal to be hereunto affixed the day and year first above written.

SEALED AND DELIVERED
THE PRESENCE OF:

EASTERN STATES DEVELOPMENT
COMPANY, INC., a Delaware corporation

By: _____
Eugene M. Julian, President

Attest: _____
Patricia M. Falgowski, Secretary

[Corporate Seal]

STATE OF DELAWARE)
)SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 9th day of September, 1998, personally appeared before me, Eugene M. Julian, President of Eastern States Development Company, Inc., party to this indenture and acknowledged this indenture to be his act and deed and the act and deed of said corporation.

(SEAL)

NOTARY PUBLIC

Print Name: Brent C. Shaffer

Commission Expires: Not applicable

Exhibit "A"

All that certain Piece, Parcel or Tract of land located on the southeasterly side of County Road 441, situate in Appoquinimink Hundred; New Castle County, Delaware, according to a plan entitled "Record Major Subdivision Plan, Stonefield" recorded in the Office of the Recorder of Deeds in and for New Castle County, on Microfilm No. 12919 and more particularly bounded and described as follows:

Beginning for the same at a point on the Southeasterly side of County Road 441, said point also being a corner for this parcel and a point in line of lands N/F Joseph and Catherine Keenan, thence, with lands N/F Joseph and Catherine Keenan, S74°25'47"E, 1190.50' to a point in line of lands N/F S. Rodman Smith, L.P.;

Thence, thereby, S17°40'30"E, 2457.50' to a corner for land N/F Kathryn A. Cooper; Thence, thereby, S65°29'09"W, 1030.50', to a corner for land N/F Elmer G. and Abbie Goldsborough; Thence, thereby, S82°39'28"W, 366.62' to a corner for land N/F Gregorio T. Tassone; Thence, thereby, the following 3 courses and distances; 1)N48°45'48"W, 255.92' to a point; 2)N72°17'46"W, 133.59' to a point; and 3)N43°31'48"W, 808.72' to a point and on the southeasterly side of County Road 441; Thence, thereby, the following 9 courses and distances; 1)N45°41'24"E, 139.45' to a point; 2)N46°29'04"E, 150.27' to a point; 3)N35°08'25"E, 178.48' to a point; 4)N43°28'49"E, 175.81' to a point; 5)N35°08'25"E, 178.48' to a point; 6)N31°19'05"E, 326.14' to a point; 7)N28°08'08"E, 390.09' to a point; 8)N28°30'00"E, 460.32' to a point; and 9)N28°22'46"E, 210.31' to the place of beginning, containing therein 143.63± acres of land, more or less, as described in the metes and bounds legal description provided by KCI Technologies.

**AMENDEMENT OF DECLARATION OF RESTRICTIONS
FOR THE SUBDIVISION OF STONEFIELD**

THIS AMENDEMENT OF DECLARATION OF RESTRICTIONS FOR THE SUBDIVISION OF STONEFIELD is made effective as of the 17th day of May 2007.

WHEREAS, in connection with the development of the Property known as Stonefield, Eastern States Development Company, Inc., a Delaware Corporation (hereinafter "Declarant") executed that certain Declaration of Restrictions dated September 9, 1998, which was recorded in the Recorder of Deeds office in New Castle County, in Deed Book 2531, Page 0001 (the "Declaration"), imposing upon the Property certain covenants and restrictions set forth therein and bound itself, its heirs, executors, successors and assigns, who may have thereafter become owners of all or part of the Property, thereto; and

WHEREAS, assignment of the Declaration of Restrictions for the Subdivision of Stonefield (the "assignment") was made effective as of the 5th day of September, 2006 by and between Eastern States Development Company, Inc., a Delaware Corporation and Stonefield Maintenance Corporation, a Delaware Corporation; and

WHEREAS, Stonefield Maintenance Corporation desires to change the Declaration of Restrictions, in accordance with Article II of said restrictions.

NOW, THEREFORE, BE IT RESOLVED:

I _____ Secretary of Stonefield Maintenance Corporation, a Delaware Corporation do hereby certify and attest that I have reviewed and verified all 124 signatures of a petition to change Section 9 of the Declaration of Restrictions for the Subdivision of Stonefield dated September 9, 1998. The following change shall be recorded:

Section 9. Fences. No enclosing on 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. Split rail designs shall be no higher than four (4) feet to the top of the upper rail, 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. **Cast aluminum designs shall be no higher than four (4) feet, picket style, with the pickets no closer than two (2) inches. No chain link designs are allowed.** 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 provision of Section 19 herein.

NOTARY: On _____ before me, personally appeared

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature

Name (Typed or Printed)

My Commission Expires: _____

