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Michael E. Kozikowski
New Castle Recorder MISC

Tax Parcel Nos. See Attached Schedule A

Prepared by: Whittington and Aulgur
2979 Barley Mill Road
Yorklyn, DE 19736

DECLARATION OF RESTRICTIONS

THIS DECLARATION is made this 27th day of JUNE, 2005, by **ROBINO – WYNNEFIELD, LLC**, a Delaware limited liability company, (hereinafter referred to as "DECLARANT").

WHEREAS, DECLARANT is seized of all that certain tract or parcel of land (the "Property") situate in New Castle Hundred, New Castle County, State of Delaware, being approximately 40.896 acres of land and containing 127 single family building lots, as shown on the Record Major Subdivision Plan of Queensbury Village, Section I prepared by Howard L. Robertson, Inc., dated January 23, 1998, as revised, and more recently as shown on the Record Resubdivision plan of Wynnefield dated June 22, 1999, as said Plan is of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Microfilm No. 14119, and amended by a Record Resubdivision Plan of Wynnefield dated February 11, 2002, as said Plan is of record in the Office of the Recorder of Deeds above at Instrument No. 20021118-0111723; and

WHEREAS, DECLARANT desires to develop the Property as depicted on the record Plan into a residential community comprised of individual building lots on which single family detached residential dwellings are planned to be built ("Lots"), and further including additional lands identified on the Plan as "Private Open Space", if any, and further including all other lands within the Premises (collectively "the Community"), if any; and

WHEREAS, DECLARANT desires to provide for the preservation and enhancement of the property values, amenities, and to contribute to the personal and general health, safety and welfare of residents and owners of the Lots and to subject the Premises to the covenants, restrictions and easements set forth in this Declaration, each and all of which is and are for the benefit of the Premises, and for each owner of a part thereof; and

WHEREAS, DECLARANT is desirous of imposing upon the Premises certain restrictions, covenants and easements respecting the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the **DECLARANT** hereby covenants and declares that it shall hold and stand seized of the Premises, more particularly described in Exhibit "A" attached hereto, under and subject to these covenants, and hereafter each part of, or Lot in, the Premises is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, and easements which shall be covenants running with the land and which

shall be binding upon the **DECLARANT**, its successors and assigns, and all subsequent owners, occupants and visitors of the Premises.

1. **Private Residences.** Each Lot shall be used solely for private, single family residential purposes only. No residential buildings shall be erected or maintained thereon except one (1) private dwelling house per lot, each such house being a one-family detached dwelling designed for and occupied by a single family.

2. **No Temporary Facilities.** No temporary structure, garage, tent, shack, shed, or other out building, or other similar facility shall be used at any time either temporarily or permanently on any Lot, except as provided in this Declaration.

3. **Animals and Pets.** No animals, livestock, poultry, horses, cows, goats, hogs, pigeons, rabbits or similar animals of any kind shall be raised, bred, or kept in any dwelling or any part of a Lot. Dogs, cats and other common domesticated household pets, not to exceed two for each Lot, may be kept inside the dwelling provided they are not kept, bred or maintained for any commercial purpose and provided that no more than two such pets in the aggregate may be kept with respect to each dwelling and further that such pet(s) shall not cause or create a nuisance or unreasonable disturbance. All such pet(s) shall be kept on a leash when not on an owners' or residents' private property. Owners shall be responsible for the removal of litter deposited by their pets on any land subject to this Declaration.

No building(s) or improvement(s) shall be erected or maintained on any Lot which shall be used for the habitation or enclosure of any dogs, cats and other common domesticated household pets excepting: (1) no more than two (2) usual household pets may be housed within the dwelling houses; and (2) one (1) doghouse not to exceed four (4) feet wide by four (4) feet long and four (4) feet high may be maintained in the rear yard only and directly attached to the rear wall of the house.

4. **Trade, Business, Etc.** No trade or business of any nature whatsoever nor any building designed or intended for such purposes or for industrial or manufacturing purposes or for any dangerous or offensive trade whatsoever shall be erected, permitted, maintained, or operated within the Community; neither shall any nuisance, dangerous or offensive thing, condition, trade or business whatsoever be permitted or maintained within the Community.

5. **Architectural Control.**

(a) No building, shed, fence, wall, retaining wall, pond, post, cover, swimming pool or other construction shall be commenced, erected or maintained 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 specifications showing the nature, kind, shape, color, height, materials and proposed location of same shall have been submitted by the homeowner by registered mail, return receipt requested, to the **DECLARANT** at 6 Larch Avenue,

Suite 301, Wilmington, Delaware 19804, or such other business address as **DECLARANT** shall establish, and approved in writing by **DECLARANT**. In granting or withholding any such approval, **DECLARANT** shall consider whether such request is in harmony with respect to design and location to surrounding structures and topography. In the event that **DECLARANT** fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval thereof will be deemed to have been given by **DECLARANT**.

DECLARANT may establish and appoint an Ad Hoc Architectural Control Committee of Lot Owners to assist **DECLARANT** in its performance of architectural control functions provided for in this Paragraph. The Ad Hoc Architectural Control Committee will automatically be dissolved upon assignment of the architectural control responsibilities to the Maintenance Corporation as hereinafter provided.

(b) **Fences and Swimming Pools.** The following standards shall apply with respect to the approval of fences and swimming pools:

(i) **Fences.** No fence shall be erected on any Lot closer to the front street line than the rear face of the principal building on said Lot. No fence, except a privacy fence as described below, shall be of a height of more than four (4') feet. All such fences shall be post and rail, wood constructed and with no more than three (3) horizontal split rails. The height and width of the entire interior perimeter of any post and rail fence may be required by **DECLARANT** to be fully covered with wire mesh. In any event, no fence shall be constructed or maintained upon any Lot until plans for the design and exact location of the same have been approved by **DECLARANT**.

(ii) **Privacy Fences.** Privacy fences are fences which enclose only a small portion of the rear yard close to the building itself; for example, a privacy fence may enclose a rear patio. A board on board type privacy fence may be permitted provided it does not exceed a height of six (6') feet and is constructed of wood. In no event shall any privacy fence enclose an area in excess of five hundred (500') square feet, nor shall any section thereof exceed twenty-five (25') feet in length. In any event, no privacy fence shall be constructed or maintained upon any Lot until plans for design, color and exact location for the same have been approved by **DECLARANT**.

(iii) **Swimming Pools and Swimming Pool Fences.** No above-ground swimming pool shall be constructed or maintained on any Lot. One in-ground swimming pool on each Lot may be permitted to be constructed and maintained. Any in-ground swimming pool must be enclosed with a post and split rail fence no higher than four (4') feet and no more than three (3) horizontal rails. The height and width of the entire interior or exterior perimeter of a swimming pool fence must be fully covered with wire mesh. In any event, no swimming pool or swimming pool fence shall be constructed or maintained upon any Lot until plans for the design and exact location of the swimming pool and swimming pool fence have been approved by **DECLARANT**.

(c) **Utility Storage Sheds.** No Lot may contain more than one utility storage shed ("Shed"). Such Shed shall be used exclusively by the owners or occupants of the Lot on which the Shed is located. In any event, no such Shed shall be constructed or maintained upon any Lot until plans for design, color and exact location of the same have been approved by **DECLARANT**. The following standards shall apply with respect to the approval of one Shed on each Lot.

(i) **Location.** The Shed must be located to the rear of the home and not closer than five (5') feet nor further than twenty (20') feet from any rear yard property line. The Shed also must be located not less than five (5') feet from any side yard property line.

(ii) **Size.**

(1) The outside foot print of the Shed shall be either square or rectangular and shall be no less than sixty-four (64') square feet or no more than one hundred (100') square feet.

(2) The outside depth of the Shed shall be no longer than ten (10') feet.

(3) The maximum height of the Shed shall be ten feet six inches (10'6") to a ridge which shall be part of an "A" frame roof design.

(iii) **Materials and Construction.**

(1) The roof of the Shed shall have an "A" frame roof design with asphalt shingles that match the type and color of the roof of the home on the Lot.

(2) The Shed shall be finished on all four (4) sides with vinyl siding which matches or is the same as the vinyl siding of the home on the Lot both in style and in color.

(3) The color of all trim on the Shed shall match the color of the outside trim on the home on the lot. The color of the door of the Shed shall match the color of the siding of the Shed.

(4) All Sheds must be of frame construction. No Sheds shall be constructed from metal, aluminum, steel, etc.

(5) The Shed shall only have one (1) door for ingress and egress which must be on the front of the Shed. The front of the Shed shall face the rear of the home. The Shed may contain but need not contain a maximum of two (2) windows. Each such window, if installed, must be two (2') square feet in size.

(6) The Shed must be erected on a firm foundation base so as to maintain the Shed in a level position.

(iv) Landscaping. All landscaping for the Shed must match the landscaping or shrubs for the home. The Shed must be landscaped on all three (3) sides except the front.

(d) The **DECLARANT** shall have the right, at any time in its sole discretion, to transfer or assign **DECLARANT'S** architectural control power to approve or disapprove as provided in Subparagraph (a) of this Paragraph to the **WYNNEFIELD MAINTENANCE ASSOCIATION** (the "Corporation"), the members of which shall consist of owners of the Lots, by executing a written assignment or transfer document and causing it to be recorded in the Recorder of Deeds Office aforesaid and notifying the Corporation of such assignment.

6. Trees, Shrubs, Lawns and Landscaping.

(a) No live trees on any Lot exceeding eight inches (8") in diameter at a height of three feet (3') from the ground shall be cut without the prior written consent of **DECLARANT**. In the event any such trees are so cut without having first obtained said consent, the owner of the Lot on which said trees are so cut shall forthwith replace it with a tree of like size and variety. The consent required herein shall not be unreasonably withheld and shall be deemed to have been given if not denied within thirty (30) days after receipt by **DECLARANT** of a request for same. In granting or withholding any such approval, **DECLARANT** shall consider whether such request is in harmony with respect to designs and location to surrounding structures and topography and whether or not such request is consistent with the policy of leaving trees, shrubs and/or landscaping provided or done by **DECLARANT** undisturbed for a period of ten (10) years, except for ordinary maintenance, feeding and disease control.

(b) All grass, lawns, shrubs, hedges, etc. shall be trimmed and maintained in a neat manner. No hedges or mass groupings of shrubs and/or trees which could be a barrier to the view comparable to a hedge or fence shall be placed or maintained on any Lot closer to the street than the building set-back line established by zoning ordinance.

7. Television Antennas, Radio Antennas, Solar Panels and Satellite Dishes.

(a) No radio or television receiving or transmitting antenna or other similar device shall be constructed, placed or maintained on the outside of any building or dwelling home on any Lot.

(b) No solar panel or similar device shall be constructed, placed, or maintained on the roof or other outside portion of any building or dwelling house nor maintained on any other portion of any Lot.

(c) One television satellite dish not exceeding eighteen inches (18") in diameter may be attached to the home at one of the following locations: (a) on the rear slope of the roof of a home but not extending above the ridge of the roof; (b) on the rear wall of the home at or near foundation level; (c) on either side wall of the home at or near the foundation level at a location which is within four (4') feet of the rear wall of the home.

8. **Trash, Garbage and Other Refuse Receptacles.** All trash, garbage and other refuse receptacles shall be kept in enclosed areas, hidden from view, excepting that on regular collection days trash receptacles may be placed temporarily at the curb for trash collection purposes. Each owner or occupant shall take all reasonable steps to prevent their garbage and refuse from omitting odors reasonably sufficient to annoy any other occupant or owner.

9. **Prohibited Vehicles.**

(a) No trucks, buses, vans (except for non-commercial pick up trucks and vans described in (b) below), travel trailers, utility trailers, boat trailers or any other kind of trailer, campers, boats, recreational vehicles as defined in Title 21 of the Delaware Code as amended from time to time, disabled vehicle of any type, shall be kept or maintained, temporarily or permanently, on any Lot, street, driveway within the Community, except that such vehicles may be kept wholly within a closed garage.

(b) Pick up trucks up to and including ¾ ton and enclosed vans not exceeding 10,000 lbs. G.V.W. and a height of seven (7') feet are permitted provided such vehicles are not used for commercial purposes.

(c) Vehicle repairs, except tire changes and battery service, shall not be conducted within the Community.

10. **Clothes Lines and Laundry.** No permanent outside clothes lines or clothes line posts are permitted. Portable outside clothes lines, which are approved by **DECLARANT**, shall be permissible provided such portable outside clothes lines are used for drying clothes during daylight hours only.

No laundry, clothing, or rugs may be hung, displayed, or exposed on the exterior of any residential dwelling.

11. **Mailboxes.** Installation of new or replacement mail boxes must conform to United States Postal Services regulations. No masonry supported mail boxes or masonry mail box structures are permitted.

12. **Maintenance of Sidewalks, Drainage Swales and Surface Water Flow.** All sidewalks shall be repaired when required and kept free of snow and ice. Each owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree

to fully maintain at such owner's sole cost and expense any and all drainage swales located on his property, free of debris and obstructions with grass and/or plant growth properly cut and trimmed so that drainage water will properly flow through such swales.

After the completion of construction of a residential dwelling on a Lot and the establishment of grades for flow of surface water, the elevation, grading or surface composition of any Lot shall not be changed or modified so as to impede, redirect, accelerate or otherwise adversely change or modify the flow of surface water to, over or from the Lot.

13. **Signs.** No sign or other object shall be displayed on any wall or rooftop. No sign of any kind shall be displayed to public view on any dwelling, Lot or open spaces except: (1) a post office street number sign not exceeding one square foot (1') in size; (2) temporary signs not more than five square feet (5') advertising the sale of the property on which the sign is located, such signs to be removed promptly after settlement.

14. **Vegetable Gardens.** No vegetable garden shall be kept or maintained in the side or front yard area of any Lot. Any such garden in the rear yard area of any corner Lot shall be screened by shrubbery on both street sides of such corner Lot.

15. **Window Treatment.** All windows from the exterior shall show white or off-white fabric or color compatible with the color of the exterior finish of the dwelling. Any disputes regarding color selection or compatibility will be determined in the sole discretion of **DECLARANT** or its assigns.

16. **Ornaments.** No statues, sculptures, painted trees, bird baths, flag poles, replicas of animals, persons or other like objects may be affixed to any lot or building where such object would be visible from any street. Notwithstanding anything to the contrary contained herein, holiday decorations and flags commemorating holidays may be temporarily placed on a building or Lot. Any Christmas decorations or lights must be removed by January 15 of each year.

17. **Wetlands.** The Premises contain wetlands as defined in Federal and/or State statutes and regulations. The Record Plan generally shows the location of such wetlands. No wetlands shall be filled, altered, or disturbed, other than in accordance with the laws and regulations of all Federal and State Agencies having jurisdiction.

18. **Construction Easement and Rights.** Notwithstanding any provision of this Declaration or of any amendment to this Declaration, so long as **DECLARANT**, successor to or assignee of **DECLARANT**, or any other person, firm or corporation is engaged in developing or improving any portion of the property, all such persons shall have an unlimited easement of ingress, egress and use over any lands not conveyed to an owner for occupancy or any private open space for: (1) movement and storage of building materials and equipment; (2) erection and maintenance of directional and

promotional signs; and (3) conduct of sales activities, including maintenance of any office or model home.

19. **Temporary Construction Completion Easement.** Each Lot is subject to the right of **DECLARANT** and any entity building homes in the community to temporarily trespass upon such Lot for a period of one (1) year, commencing upon conveyance of the Lot with a home erected thereon for occupancy thereof, for the purposes of completion of construction of any and all portions of the Community.

20. **Easements for Drainage and Utilities.** A six (6') foot wide easement and right-of-way on and along each side and rear lot line of each Lot is hereby reserved to **DECLARANT**, its successors and assigns, and any entity that performed home building construction in the Community, for any utility use, including, without limitation, the construction, installation and maintenance of utility lines, pipes, conduits, and cables for electricity, telephone, television, water, gas, fuel oil, heat and for any other public or quasi-public utility or function serving the Lots and conducted, furnished or maintained by any method on, in, below or above the surface of the ground, provided that where any lot line is eliminated, the easement and right-of-way along said lot line shall be extinguished except as to utilities then existing in said easement.

A ten (10') foot wide easement and right-of-way on each Lot, on and along each lot line which is also a right-of-way line for any street, is hereby reserved to **DECLARANT**, its successors and assigns, and any person that engaged in home building construction in the Community, for any storm water or street drainage, including, without limitation, the construction and maintenance of storm water drainage and management systems required by New Castle County, or otherwise installed or authorized by **DECLARANT**, its successors or assigns.

Easements and rights-of-way shown or noted on the Record Plan, as the same may be amended, modified or supplemented from time to time, are also reserved, and shall not be limited to or by the foregoing.

All parties rightfully using such easements may from time to time and at any time enter upon said above-referenced easements and rights-of-way, for any of the purposes for which same have been reserved, and as necessary may remove or trim without replacement any growing or other thing thereon. During the time that any work is rightfully being performed within any easement or right-of-way area, the party performing such work shall also have a temporary easement to either side of the easement area for purposes of conveniently performing the work in question, without harm to structures or plantings.

The owners of the Lots shall at all times maintain and occupy their Lots so as not to interfere with the purposes for which said easements and rights-of-way have been created and are used. All conveyances of Lots by the **DECLARANT** or others shall be subject to the said easements and rights-of-way without necessity of any further reservation being mentioned therein.

21. **Term.** These covenants, restrictions and easements shall run with and bind the Premises and shall inure to the benefit of and be enforceable by the owners of any Premises subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of ten (10) years from the date hereof after which time said covenants shall be automatically extended for successive periods of ten (10) years unless nullified by instrument signed by the then owners of two-thirds (2/3) of the Lots and recorded in the Recorder of Deeds Office aforesaid.

22. **Amendment.**

(a) These covenants, restrictions and easements may be changed, altered or modified, in whole or in part, as follows:

(i) By an instrument in writing, signed by the record owners of two-thirds (2/3) of the Lots recorded in the Office aforesaid, subject to the requirement that **DECLARANT** consent to such amendment if **DECLARANT** owns any of the Lots in the Community; or

(ii) Notwithstanding the foregoing, **DECLARANT** reserves unto itself, which shall be deemed to be a personal reservation for so long as **DECLARANT** shall own title to any portion of the Premises, the right during such time to amend this Declaration without notice to or the prior consent of any other person, firm or corporation; or

(iii) Notwithstanding the foregoing, **DECLARANT** shall have the right to amend this Declaration, without the joinder or approval of any other owners of the Premises, by executing and recording such amendment in the Office aforesaid, if such amendment is:

(1) Required by Federal, State, County or local law, ordinance, rule or regulation; or

(2) Required by any mortgagee of improved Lots and dwelling homes in the premises; or

(3) Required by any title insurance company issuing title insurance to owners and/or mortgagees of same; or

(4) Required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Company, or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance with respect to dwelling units in the Premises.

(b) Any such amendment shall be by appropriate instrument in writing signed by **DECLARANT** or the owners of the Lots, as the case may be, and recorded in the Recorder of Deeds office aforesaid.

23. **Remedies.** The following persons have the right to enforce compliance with these covenants and restrictions:

(a) **DECLARANT.**

(b) An owner of any Lot subject to this Declaration either in his, her or its individual capacity or as an officer or member of a committee of any civic association or homeowner's association for Wynnefield.

(c) The Wynnefield Maintenance Association, a Delaware corporation.

Each person, firm or corporation who has violated any of these restrictions or covenants shall be liable for reasonable attorney's fees and other expenses incurred, whether or not there is a lawsuit, as a result of such violation or violations by any person who has the right to enforce compliance with these covenants and restrictions. Such reasonable attorney's fees and expenses may be awarded by the court as costs in favor of a person enforcing compliance with these restrictions and against a person who has violated the terms of these covenants and restrictions.

Failure to enforce any violations of these covenants and restrictions shall not be deemed a waiver of the right to do so at any time thereafter.

24. **Development and Construction.**

(a) **DECLARANT** and any person, firm or corporation engaged in development of the Premises and/or construction or sale of homes on the Lots contained therein or such other person with the permission of any of them, upon such terms as any of them may impose, may engage in activities prohibited by the terms of this Declaration, while **DECLARANT**, and its related entities, or such other person, firm or corporation is engaged in development of the Premises and/or construction of homes on the Lots contained therein. Without limiting the foregoing, the presence of construction vehicles, materials, equipment, trailers, portable toilets and temporary sheds, the existence of noise, dust, dirt and other inconveniences of construction, the pursuit of construction and sales activities utilizing on-site sales offices and signs and the showing for sale and/or temporary rental of homes, shall not be deemed violative of this Declaration if engaged in by **DECLARANT**, and its related entities, or by any other person, firm or corporation engaged in development of the Premises and/or construction or sales of homes on the Lots contained therein, or such other person with the permission of any of them.

(b) **DECLARANT**, its successors, assignees, agents and designees shall have the right at all times to go upon any Lot, street or open space to accomplish and complete grading or landscaping in accordance with governmental approved plans or as required by any federal, state or local governmental agency or department thereof.

25. **Severability.** Invalidation of any one of these covenants or restrictions or portions thereof by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

26. **Assignment of DECLARANT'S Rights.** Notwithstanding anything to the contrary, **DECLARANT** reserves the right to assign all rights and duties as **DECLARANT** under this Declaration by the execution and delivery of an appropriate assignment document in recordable form.

27. **Miscellaneous.** Neither **DECLARANT**, nor the Corporation, nor any of their respective directors, officers and members shall have liability to any person, firm or corporation for failure to perform any duty expressly or impliedly created herein or for any negligent performance of any such duty, nor shall any such persons have any liability to any person, firm or corporation for failure to enforce the covenants of this Declaration, or for any other alleged negligent act or omission, or for any good faith attempt at enforcing the covenants of this Declaration.

IN WITNESS WHEREOF, the said Paul Tosino, Managing Member of **ROBINO - WYNNEFIELD, LLC**, has caused his Hand and Seal to be hereunto set the day and year first above written.


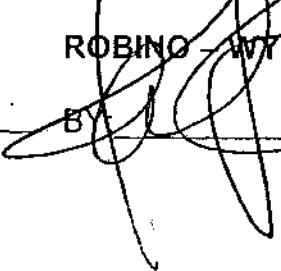
 **ROBINO - WYNNEFIELD, LLC**
BY  (SEAL)
Managing Member

EXHIBIT "A"

ALL that certain lot, piece or parcel of land, with the improvements thereon erected, situate in St. Georges Hundred, New Castle County and State of Delaware, being approximately 40.896 acres of land and containing 127 single family building lots, as shown on the Record Resubdivision Plan of Wynnefield, as said Plan is of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Microfilm No. 14119, and being more fully bounded and described as follows, to wit:

BEGINNING at the point of intersection of the northeasterly side of Lebanon Church Road (County Road No. 382), at forth feet wide, and the southeasterly right-of-way line for the Penn Central Railroad - Delaware Branch; thence along the said southeasterly right-of-way line for the Penn Central Railroad - Delaware Branch, the three following described courses and distances: (1) North fifty-five degrees, thirteen minutes twenty seconds East, one thousand three hundred forty-two and eighty-nine one-hundredths feet to a point; (2) South thirty-four degrees, forty-six minutes, forty seconds East, ten feet to a point; and (3) North fifty-five degrees, thirteen minutes, twenty seconds East, eight hundred sixty-nine and forth-three one-hundredths feet to a point, a corner for lands now or formerly of Delmarva Power and Light Company; thence along the southwesterly line of said lands now or formerly of Delmarva Power and Light Company, South eight degrees, thirty-six minutes, twenty-seven seconds East, one thousand one hundred eighty-two and four one-hundredths feet to appoint in a line of lands of a subdivision known as "Moores Acres" (Microfilm Nos. 4675 and 6282); thence along the northwesterly lines of the said subdivision known as "Moores Acres", the two following courses and distances: (1) South seventy-eight degrees, forty-one minutes, thirty-three seconds West, seven hundred eighty-one and fifty-eight one-hundredths feet to a point; and (2) South thirty-five degrees, thirty-four minutes, fifty-one seconds West, nine hundred twenty-four and fifty-one one-hundredths feet to a point on the said northeasterly side of Lebanon Church Road; thence thereby North forty degrees, seventeen minutes, thirty-five seconds West, one thousand seventy-five and thirty-one one-hundredths feet to the point and place of Beginning. Containing 40.890 acres of land, more or less.

SUBJECT TO a Right of Way Agreement between George R. Booth and Frank Freeman and Helen F. Freeman, his wife, dated April 14, 1925, and recorded in the Office of the Recorder of Deeds in and for New Castle County on May 22, 1926, in Deed Record F, Volume 34, Page 134.

BEING the same lands and premises which Queensbury Village, Inc., by Deed dated the 28th day of April, 2003, and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, at Instrument No. 20030721-0085717, did grant and convey unto Robino - Wynnefield, LLC, in fee.