

Declaration of Restrictions Applicable to Millwood

THIS DECLARATION, made this 29 day of December, 1998, by MILLWOOD, L.L.C., a Delaware limited liability company (hereinafter "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple title of:

ALL that lot, piece or parcel of land situate in Pencader Hundred, New Castle County, State of Delaware, as shown on the Record Major Subdivision Plan for Millwood prepared by Clifton L. Bakhsh, Jr., Inc., Professional Land Surveyors and Planners, dated September 5, 1997, of record in the office of the Recorder of Deeds, in and for New Castle County, Delaware, at Wilmington, in Microfilm Record 13346, and in the description which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter "Millwood"), and

WHEREAS, Declarant wishes to impose upon said lands and bind itself, its successors and assigns who become the owners of the lots comprising said parcel of land, to certain covenants and

WHEREAS, the Declarant does impose upon said lands and premises the following covenants:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Declarant does covenant and declare that it shall hold and stand seized of the lands described on said Exhibit "A" hereto under and subject to the following restrictions, easements, covenants, agreements, conditions and reservations (hereafter "Declaration of Restrictions"), which it has already agreed shall be covenant running with the land included within the aforesaid metes and bounds as shown on Exhibit "A", and which shall be binding upon the Declarant, its 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.

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 hereto, its successors and assigns, and all persons claiming under it for said duration.

2. Subdivision of lots in Millwood shall be subject to the prior written approval of Declarant. No re-subdivision 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 Millwood, other than one detached single-family dwelling louse (not to exceed two and one-half (2 1/2) stories in height or three (3) stories on the down slope side of dwelling) and a private garage for the

exclusive use of the owner or occupant of said dwelling. For the purpose of these restrictions, "single-family" shall not include more than three (3) persons who are not related by marriage or blood.

3. No building, structure of any kind, ornaments, fence, pond, shelter, trees or other plantings, tennis court, swimming pool (above ground or in-ground), storage shed or other freestanding structure, outside lights, streets, roads, driveways and parking areas, or other structure (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 Millwood. 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 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 antenna on a mast greater than twelve (12) feet high 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.

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 homeowners and/or the Millwood Service Corporation ("MSC"). Thereafter, the powers and duties of the ARC, as enumerated in this Declaration of Restrictions, shall become vested in the Millwood Service Corporation.

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 vote on all plans, set-backs, locations, alterations, specifications, materials, exterior colors or finishes, elevations, site layouts, plot plans and all other matters concerning Millwood as aforesaid submitted to it for approval. A two-thirds (2/3) majority vote is required for the approval of any and all matters submitted to the ARC. In the event of any dispute between the ARC, the Declarant or any members of the ARC and any property owner in Millwood, the aggrieved party's sole remedy will be binding arbitration before the New Castle County Better Business Bureau, so long as it is real estate related arbitration, or, if it is not a real estate related arbitration, then before the American Arbitration Association in Philadelphia, Pennsylvania, under its commercial arbitration rules. Millwood Service Corporation and the owners of lots within Millwood, 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 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 Millwood 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 Millwood 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 collected by the Millwood Service Corporation or by the members of the ARC or the Declarant: as any other expenses collectible under the terms 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. There shall not be erected, permitted or maintained upon any of the lands conveyed in this subdivision, any truck in excess of 3/4 tons, tractor, commercial van, derelict car, trailer, mobile home, tent, shack, barn, stable, cattle yard, hog pen, foul yard, or building of any nature or description except a single-family residence, garage or other accessory structure, constructed in accordance with these restrictions, nor any graveyard, hospital, sanitarium, asylum, or similar or kindred institution, nor shall any animals, other than domestic animal or pets, or any form of business (for profit or otherwise, including the breeding of household pets) be housed or maintained or kept on said land (including but not limited to any household business); nor may any noxious or offensive activity be carried out or upon any lot; nor may anything be done which may be or may become an annoyance to any other lot owner.

8. No signs, notices, or advertising matter of any nature, or description, shall be erected, used or permitted upon any lots or ways without the prior written permission of the Declarant.

9. 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; provided, however, that an owner may maintain one of the foregoing outside of the closed garage but not closer to the street than the front of the garage, or the front of the house if the garage does not face the street. All such 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.

10. 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, shall be kept or placed upon any portion of the above described tract.

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), or other trash upon said lands, thereby creating an unsightly, unsanitary or unsafe condition, except, however, the natural vegetation shall accumulate in the rear yard building restriction area as set forth in Paragraph 19 hereof, which area may not be disturbed except as provided in Paragraph 19 hereof. 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 Millwood, or provide underground garbage receptacles. All laundry drying areas shall be so located or screened to be concealed from view of passersby on the common public streets and roadways of Millwood.

13. The Declarant or the Millwood Service Corporation is permitted by these covenants 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 hereof, or any other provision of this Declaration of Restrictions. The Declarant or the MSC, by entering the lot and taking such action, shall not be deemed to have trespassed.

14. No unlicensed motor vehicles shall be used on any area located within Millwood, and no licensed two or three wheeled, self-propelled vehicles shall be used on any common area or street area located within Millwood, except a lot owner may permit a two or three wheeled vehicle to be operated on his or her lot. There shall be no "joy riding" on any part of Millwood. 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 Millwood.

16. No noxious, offensive or illegal activity shall be conducted on any lot, nor shall anything be done within Millwood which constitutes an annoyance or nuisance or otherwise deprive any owner or resident of the quiet enjoyment of the property. No loud noises or music, such as to annoy or offend any adjoining lot owner, may be caused or played within Millwood. The residences in Millwood 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.

17. If the Declarant hereto, or any of its successors or assigns or any one claiming under It, 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 or its designated representatives 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 dues for such violation, together with their reasonable counsel fees, costs and expenses; provided, however, that Declarant, its successors or assigns, shall have no liability whatsoever based on its failure to enforce these restrictions, and nothing herein shall be construed in any manner to impose any liability on Declarant, its successors and assigns.

18. 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.

19. 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 Millwood 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 Millwood, 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.

20. In order that the provisions of these Restrictions may be enforced after the termination of the responsibilities of the ARC under Paragraph 4 hereof, and in order to provide for the common safety and well-being of residents of Millwood, there shall be organized a maintenance corporation known as Millwood Service Corporation (hereinafter the "MSCI"), whose members shall be all of the record owners of the land within Millwood.

(a) The purchaser of any lot in Millwood 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 maintenance corporation 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 owner 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 maintenance corporation (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 maintenance corporation his 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 maintenance corporation may collect the 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 Millwood 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, 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 MSC is authorized to perform under these restrictions.

Notwithstanding the dedication of the streets within Millwood, the MSC 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 Millwood.

Said assessments shall be in sufficient amount to pay for said 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, MSC may levy other special assessments, the proceeds of which shall be used for the benefit of the land governed hereby.

Under the terms of the Maintenance Declaration dated the 15th day of October, 1997, of record in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, at Wilmington, in Deed Book 2345, Page 197, control of the MSC passes to the lot owners prior to the completion and conveyance of seventy-five percent (75%) of the lots shown on the Plan or any resubdivision thereof with respect to the maintenance of the private open space. The MSC 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 who have or will construct residences in Millwood. Until such time, the Declarant shall exercise all rights and duties of the MSC, including the right to levy assessments, other than for the maintenance of the private open space; 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 MSC, 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 maintenance corporation 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, and any special assessments shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose.

(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 MSC. The MSC may bring an action at law against the owner personally obligated to pay the same, 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 mortgage) from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay said assessments to MSC, including any prior unpaid assessments.

(f) By his or her acceptance of title, each owner shall be held to vest in MSC 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 MSC necessary or advisable for the collection of such assessments.

(g) Said 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.

(h) 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 non-profit corporation to be known as Millwood Service Corporation ("MSC") 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 and swales, in the condition required by the New Castle County Code, 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. By a two-thirds (2/3) vote of its members, MSC may take such other action for the benefit of the lands governed hereby.

(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.

(j) MSC shall at no time close or obstruct the streets, except insofar as the same shall be temporarily necessary for maintenance or repairs. However, MSC may, by a two-thirds (2/3) vote of its members, implement reasonable security measures for the benefit of the residents of Millwood and their property, including but not limited to the erection of a security gate and guard house at the public entrance to Millwood.

Notwithstanding anything in the foregoing paragraph to the contrary, neither the Declarant, nor MSC, 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 Millwood.

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

22. After the powers of the ARC are transferred by written document to the MSC, the covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said Millwood 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 of the owners of seventy-five percent (75%) of the lots contained in Millwood. No such waiver, abandonment, termination, modification or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the Office of the Recorder of Deeds, in and for New Castle County, State of Delaware. The consent of any mortgagee holding an Interest in property within Millwood 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 owns any lots in Millwood, 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, and which will not unreasonably or materially affect any lot owner or mortgage; or (b) may otherwise amend these Restrictions without the consent of a majority of the lot owners without the consent of any mortgages, provided that the amendment will not unreasonably or materially affect any mortgagee.

23. 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 has caused these presents to be duly executed the day and year first hereinabove written.

MILLWOOD, L.L.C.

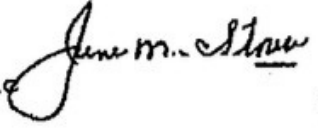
By: 
Gary L. Stover, Sr.

(Seal)


Witness

State of Delaware :
County of New Castle : ss.

This Instrument was Acknowledged before me on this 29th day
of Dec., 1998, by Gary L. Stover, Sr., Sole Manager of
Declarant.

Notary Public 

MILLWOOD

ALL that certain lot, piece or parcel of land situate in Pencader Hundred, New Castle County and State of Delaware, and known as Millwood on the Plan of Millwood, recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Microfilm No. 13346, recorded October 31, 1997 and being more particularly bounded and described by Clifton L. Inc., as follows, to wit Bakhsh, Jr., Inc., as follows, to wit

BEGINNING at a point on the southerly side of Bethel Church Road (40' from centerline) said point being a common corner for lands now or formerly of Norman and Phyllis Wallis (as shown on MP 12034) and lands herein described. Thence from the point of Beginning, by lands of Norman and Phyllis Wallis and by lands of Charles and Suzanne Carter, S 01°44'05" E, 1819.58' to a point, a corner for lands of Charles and Suzanne Carter. Thence by the same, in a southeasterly direction, along the centerline of a Branch of Back Creek, by the various meanderings thereof, by tie line, S 24°51'03" W, 1871.83', to a point in the centerline of Back Creek. Thence by the same, in a westerly direction, by the various meandering thereof, by tie line, N 88°16'42" W, 2181.11' to a point in Sammons Pond, a.k.a. Mill Pond. Thence turning and leaving said Pond, N 03°15'19" E, 155.35' to a point, in line of "White Swan Lake" (a subdivision). Thence by the same, and partially by lands now or formerly of Michael and Pauline Selvaggio, N 02°57'30" E, 806.79 to a point, a corner for lands of Selvaggio. Thence by the same, N 02°50'56" E, 1623.38' to a point, a corner for lands now or formerly of Gilbert B. Wilkerson. Thence by the same the following two courses and distances: (1) S 87°05'33" E, 116.00' to a point; (2) N 02°54'27" E 231.09' to a point on the southeasterly side of Bethel Church Road (40' from centerline). Thence by the same the following two courses and distances: (1) N 53°05'49" E 304.95' to a point; (2) N 54°09'06" E 895.30' to a point, a corner for lands now or formerly of Ruth D. Austin. Thence by the same, the following three courses and distances: (1) S 00°20'01" W 131.25 to a point; (2) S

89°39'59" E 140.00' to a point; (3) N 00°20'01" E 209.96' to a point on the southerly side of Bethel Church Road (40' from centerline). Thence by the same, the following five courses and distances; (1) By the arc of a circle curving to the right, 140.33' (R=392.97') Chord bearing N 82°19'42" E Chord 139.58' to a point; (2) S 87°37' 54" E 179.70' to a point; (3) S 88°54'50" E 705.13' to a point; (4) By the arc of a circle curving to the right, 156.09' (R=553.50') Chord Bearing S 80°50'05" E Chord 155.57' to a point; (5) S 72° 45'21" E, 383.75' to the first mentioned point or place of Beginning. Containing within said metes and bounds 211.2726 +/- acres.

EXHIBIT "A"