

JAMIE WHITEHOUSE, AICP
DIRECTOR OF PLANNING & ZONING
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(302) 854-5079 F
jamie.whitehouse@sussexcountyde.gov



Sussex County

DELAWARE
sussexcountyde.gov

PLEASE NOTE

This paperless packet is published on the County's website for convenience purposes, and only includes information received up to the close of business on the day before a public hearing. Documents received after this, or documents submitted during the public hearing are not uploaded to the Paperless Packet. The legal record is the paper record maintained in the Offices of the Planning & Zoning Department.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE



Memorandum

To: Sussex County Planning Commission Members

From: Jamie Whitehouse, AICP, Director, Department of Planning & Zoning; Jenny Norwood, Planning and Zoning Manager; Lauren DeVore, Planner III; Michael Lowrey, Planner III; Chase Phillips, Planner II; Christin Scott, Planner I; Elliott Young, Planner I & Jesse Lindenberg, Planner I
CC: Vince Robertson, Assistant County Attorney

Date: February 10th, 2022

RE: Other Business for the February 17th, 2022 Planning Commission Meeting

This memo is to provide background for the Planning Commission to consider as a part of the Other Business to be reviewed during the February 17th, 2022 Meeting of the Planning & Zoning Commission.

Brookland Farm (2021-09)

HW

Request to Amend Conditions of Approval

The Planning and Zoning Department has received a request from Gulfstream Development, LLC to remove Condition J from the Brookland Farm subdivision application conditions (2021-09). This condition requires a “pervious walking path between Lots 58 and 59 of this development connecting to the stubbed point of interconnectivity within the adjacent Hamlet at Dirickson Creek [development].” Brookland Farm (2021-09) received preliminary approval from the Planning and Zoning Commission meeting on November 18th, 2021. On January 12th, 2022, staff received a formal request to remove this condition in its entirety. This AR-1 cluster subdivision that proposes 92 single-family lots is located on the east side of Bayard Road (S.C.R. 384), approximately 0.51-mile north of Zion Church Road (Route 20). Tax Parcel: 533-11.00-87.00.

Channel Pointe (F.K.A. Bishop’s Pointe & Cannon Property) (2018-18)

HW

Final Subdivision Plan

This is a Final Subdivision Plan for the establishment of seventy (70) single-family lots as a Coastal Area cluster subdivision with private roads, open space and associated amenities to include a dock, kayak launch, pool and pool house. The Revised Preliminary Subdivision Plan was approved by the Planning and Zoning Commission at their meeting of Thursday, November 29, 2018. The Commission may recall that the plans were revised in order to comply with amended Conditions of Approval for previous Conditions A, D, H, and M. The property is located on the north side of Lighthouse Road (Route 54) in Selbyville. The Final Subdivision Plan complies with the Sussex County Zoning and Subdivision Codes and all Conditions of Approval. Zoning: AR-1 (Agricultural Residential District). Tax Parcels: 533-20.00-20.00, 21.00 & 22.00 & 533-20.19-97.00. Staff are in receipt of all agency approvals.



Key Properties Group LLC

KH

Revised Site Plan

This is a Revised Commercial Site Plan for Lands of Key Properties Group, LLC for the construction of a proposed restaurant building, a 2-story addition to an existing building, additional parking and other site improvements. The property is located on the northeast east side of Coastal Highway (Rt. 1). The property is located within the Combined Highway Corridor Overlay Zone (CHCOZ). Zoning: C-1 (General Commercial District). Tax Parcels: 334-6.00-74.00 & 334-6.00-70.01. Staff are awaiting agency approvals.

Hailey's Glen (F.K.A. Kielbasa) (2017-17)

BM

Amenities Plan

This is an Amenities Plan for the construction of a proposed 1,120 square foot open-air pavilion, double-sided fireplace, and 308 square foot patio within the existing Hailey's Glen (F.K.A. Kielbasa) subdivision. The Final Subdivision Plan for the proposal was approved by the Planning and Zoning Commission at their meeting of Thursday, May 27, 2021. The property is located on the east side of Kielbasa Court within the subdivision. The Amenities Plan complies with the Sussex County Zoning and Subdivision Codes and all Conditions of Approval. Zoning: AR-1 (Agricultural Residential District). Tax Parcel: 234-12.00-11.00. Staff are in receipt of all agency approvals.

Lands of Frank and Susan Deford

BM

Minor Subdivision off a 37-foot easement

This is a Minor Subdivision Plan for the creation of a parcel that is 0.995 acres. This proposed lot is located off an easement, that at its narrowest point, is 37.98 feet +/- . The property is located on the west side of Hartzell Road (S.C.R. 560). Staff note the presence of an existing cemetery which is neither included within the proposed lot nor the access easement. The cemetery is proposed to be marked with corner posts given the proposed establishment of the lot. Zoning: AR-1 (Agricultural Residential District). Tax Parcel: 131-13.00-40.00. Staff are in receipt of all agency approvals which include a Letter of No Objection from the Delaware Department of Agriculture. This Minor Subdivision Plan is eligible for preliminary and final approvals.

Lands of Derek T. Campbell et. al

BM

Minor Subdivision off of a 40-ft easement

This is a Minor Subdivision for the subdivision of a 1.51 acre +/- parcel of land into one (1) proposed lot consisting of 0.76 acres +/- and residual lands consisting of 0.76 acres +/- . The property will be accessed by Maple Lane with a proposed 40-ft ingress/egress access easement over the existing access. Zoning: AR-1 (Agricultural Residential District). Tax Parcel: 234-28.00-124.00. Staff are awaiting agency approvals.

Lands of Frances J. Reed

KH

Minor Subdivision off a 50-ft easement

This is a Minor Subdivision for the creation of a 41.27 acre parcel of land into one (1) proposed lot consisting of 10.08 acres +/- and residual lands consisting of 31.19 acres +/- . The property is located on the south side of Reddon Road (Route 40). It should be noted that there is an existing tax ditch on the property of which the tax ditch ROW is measured 145-ft from the centerline of the tax ditch. Zoning: AR-1 (Agricultural Residential District). Tax Parcel: 430-16.00-29.06. Staff are in receipt of all agency approvals.

GULFSTREAM DEVELOPMENT LLC

27 ATLANTIC AVENUE
OCEAN VIEW DE 19970
RJH@GULFSTREAMDE.NET

January 12, 2022

Mr. Jamie Whitehouse, Director
Sussex County Planning & Zoning
2 The Circle
Georgetown, DE 19947

Re: Brookland Farm
Subdivision 2021-09

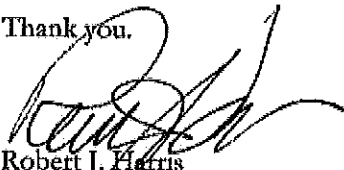
Dear Mr. Whithouse:

I have been contacted by owners of the neighboring development to Brookland Farm, The Hamlet, with a request that we not provide a pedestrian path between the two communities. This was a requirement of Condition J in our subdivision approval letter. Their concern is with the possibility of trespass onto their common areas and storm water pond, which is a major amenity in The Hamlet. If their opinion is that this is a negative for The Hamlet, then in the interest of neighborliness, I told them I would make the request.

On their behalf I am making a formal request to the Planning and Zoning Commission that this pedestrian path requirement be waived. There have been no sales of lots in Brookland Farm, and the path does not yet appear on any preliminary plat or marketing material.

If this is acceptable to the commission, please advise me and we will prepare future plats and plans without reference to this pedestrian connection.

Thank you.


Robert J. Harris
Managing member

RECEIVED

JAN 12 2022

SUSSEX COUNTY
PLANNING & ZONING

The Hamlet at Dirickson Pond
Homeowners Association
President, Edward T. Dougherty, Jr
Email etdjrrdds@aol.com

January 6, 2022

Sussex County Planning and Zoning
Attention: Jamie Whitehouse
2 The Circle
P. O. Box 417
Georgetown, Delaware 19947
Phone: (302) 855-7878
Fax: (302) 854-5079

RE: Brookland Farm

Dear Mr. Whitehouse,

The Hamlet at Dirickson Pond HOA is hereby formally requesting that the county withdraw its request from the developer of Brookland Farm to install a pedestrian path or any other internal connection between the two communities.

Our community experiences trespassing and policing problems currently from the surrounding communities and it is affecting our quiet enjoyment of our properties and insurance thereof. We are a unique community in that we have a private spring fed pond that is accessed by private property and a private community clubhouse. By allowing and indeed condoning further connectivity our problems will be exasperated.

As proof of our community's dismay with the requested connectivity, we have held a community vote which is documented per the attachment. As you can see of the seventy-one respondents, seventy have voted in favor of this position. Our community is a total of ninety homes. Our community stands firmly behind this position.

You will be receiving a letter from Robert Harris, principal of the Brookland Farm development. He also supports this

RECEIVED

JAN 07 2022

SUSSEX COUNTY
PLANNING & ZONING

RECEIVED
AFTER
PUBLIC HEARING

The Hamlet at Dirickson Pond Proposed Footpath Survey

Actions 

December 30, 2021 at 4:30pm — January 5, 2022 at 4:30pm
(MT-05:00) EASTERN TIME (US & CANADA)

Completed

63 ballots submitted of 89 eligible voters — 71%
89 emails sent - 0 notices queued

Voters	Results	Graphed Results	Vote by Vote	Vote Audit

Export Results 

Hamlet Footpath Survey PLURALITY

I am against the proposed footpath being constructed between the planned Gulfstream community, Brookland Farm, and the Hamlet at Dirickson Pond 62 votes (98.4%)

I am in favor of the proposed footpath joining the planned Gulfstream neighborhood, Brookland Farm, and the Hamlet at Dirickson Pond. 1 vote (1.6%)

I am against the proposed footpath being constructed between the planned Gulfstream community, Brookland Farm, and the Hamlet at Dirickson Pond wins with 98.4% of the vote.

63 votes tallied

■■■■
ARCHITECTS
ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
PH: 410.742.3115
PH: 800.789.4462
FAX: 410.548.5790

SALISBURY
BALTIMORE
SEAFORD

www.gmbnet.com

■■■■
JAMES H. WILLEY, JR., P.E.
PETER A. BOZICK, JR., P.E.
CHARLES M. O'DONNELL, III, P.E.
A. REGGIE MARINER, JR., P.E.
JAMES C. HOAGESON, P.E.
STEPHEN L. MARSH, P.E.
DAVID A. VANDERBEEK, P.E.
ROLAND E. HOLLAND, P.E.
JASON M. LYTLE, P.E.
CHRIS B. DERBYSHIRE, P.E.
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, P.E.
W. MARK GARDOCKY, P.E.
ANDREW J. LYONS, JR., P.E.

JUDY A. SCHWARTZ, P.E.
W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.
VINCENT A. LUCIANI, P.E.
AUTUMN J. WILLIS
CHRISTOPHER J. PFEIFER, P.E.

February 9, 2022

Sussex County
Department of Planning and Zoning
2 The Circle
Georgetown, DE 19947

Attn: Ms. Lauren DeVore
Planner III

RE: Channel Pointe (fka Bishop's Pointe, Cannon Property)
Final Subdivision Plan
Subdivision # 2018-18
GMB # 180022.A

Dear Ms. DeVore:

Please accept this letter as the formal response to your Staff Review Letter, dated January 26, 2022. Please note, the subdivision name has been revised and approved to "Channel Pointe". We have provided point by point responses to the Final Subdivision Plan below.

Final Subdivision Plan

Comment 1:	The Landscape Plan indicates that 78 Bitter Switchgrass will be planted on the property. Please note that the Bitter Switchgrass is a perennial beach grass but is not a deciduous or evergreen tree. Please ensure that a Landscape Buffer which achieves the planting requirements set forth in §99-5 "Forested and/or Landscaped Buffer Strip" of the Sussex County Code is provided.
Response 1:	<i>The Switchgrass is being planted in the median of the boulevard and not part of any landscape buffer.</i>

Comment 2:	Upon further review, it appears that 44 out of the 75 proposed tree plantings are deciduous trees (59%) and that of the 31 out of the 75 proposed tree plantings are evergreen trees (41%). Please ensure that enough deciduous tree plantings are provided within the overall subdivision to achieve the 70% deciduous tree requirement under §99-5 "Forested and/or Landscaped Buffer Strip" (A) of the Sussex County Code. Since there are slightly more evergreen trees proposed to be provided, some of these trees may be removed to reach the adequate deciduous tree requirement. If the Applicant wishes to have more evergreen trees and less deciduous trees than this requirement, a separate request may be made to the Planning and Zoning Commission for their review and approval as part of a Revised Landscape Plan.
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Response 2:	<i>Please refer to Condition "D" of the Preliminary Approval, most of the perimeter of the project are areas under water, part of existing wetlands, or within the wetland buffer. Twenty- foot landscape buffers that comply with §99-5 have been added south of lots 1-5 and open space lot 3003.</i>
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- Comment 3: Please include within the Site Data Column the required corner yard setback of 15-ft (§115-182(B)).
Response 3: ***Corner side yard setback has been added to the Site Data Column.***
- Comment 4: Please label the Limit of Disturbance on the plans with regard to any tree clearing/preservation that will be undertaken on the site.
Response 4: ***Limit of tree clearing/preservation has been added to the plan sheets and symbology is included in the legend.***
- Comment 5: Please include hatching or a gradient which clearly depicts the location of all sidewalks on the plans.
Response 5: ***All sidewalks are hatched darker to provide more clarity.***
- Comment 6: Please fix the minor symbology error on Sheet No. G1.1. It appears that the lines which outline the perimeter of each road/street improvement are missing from the plans.
Response 6: ***Symbology has been fixed.***
- Comment 7: Please add a Legend and symbology on Sheet FSP5.0 which clearly delineates the difference between and the location of the 50-ft tidal wetlands buffer line and the 20-ft voluntary non-tidal wetlands buffer line.
Response 7: ***Symbology and labels are provided on all plan sheets.***
- Comment 8: The Site Data Column appears to reference the Environmentally Sensitive Development District Overlay Zone (ESDDOZ). Please revise this reference to read "Coastal Area."
Response 8: ***ESDOZ has been replaced with Coastal Area.***
- Comment 9: Please include a note within the General Notes Column that all amenities shown will be subject to the submittal and approval of a separate Amenities Plan.
Response 9: ***Note has been added to the Cover Sheet G1.0.***
- Comment 10: Please include a General Note which indicates that any signage to be proposed is subject to a separate Application and permit to be issued by the County.
Response 10: ***Note has been added to the Cover Sheet G1.0. Signage is proposed at the intersection of Rt. 54 and Bennett Avenue, and at the circle. See Sheet FSP6.0 for locations.***
- Comment 11: Please include the overall project density within the Site Data Column. Please ensure that when calculating the permitted density that any areas designated as a tidal tributary stream or

tidal wetlands have been excluded in this calculation (§115-15.1). Assuming no tidal wetlands currently exist on the properties, 610 proposed units into 316 acres equates to a density of 1.93 dwelling units to the acre (which meets the maximum permitted density of 2 units to the acre within the AR-1 Zoning District).

Response 11: **Density calculation is shown in the Site Data Column.**

Comment 12: Please include on the plans any property offered to be reserved by deed covenant for the common use of property owners in the subdivision (§99-26(A)(11)).

Response 12: **Note has been added on the Cover Sheet G1.0.t.**

Comment 13: Please include on the plans a typical street section of the street construction design (§99-26(A)(12)).

Response 13: **Typical street sections are included on sheet FSP7.0.**

Comment 14: Please add to the plans a space for the signature of the Chairman or Secretary of the Commission and the President of the Sussex County Council (§99-26(A)(13)).

Response 14: **Signature blocks have been added on the Cover Sheet G1.0.**

Comment 15: Please add an owner's certificate, acknowledging ownership of the property and agreeing to the subdivision thereof as shown on the plat and signed by the owner or owners (§99-26(A)(14)).

Response 15: **Owner's certificate has been added to the Cover Sheet G1.0.**

Comment 16: Please include on the plans an owner's statement of dedication of streets and other public ways for dedication to public use or an owner's statement providing perpetual maintenance of private streets and other common areas (§99-26(A)(15)).

Response 16: **Owner's statement is included in the general notes on the Cover Sheet G1.0.**

Comment 17: Please add to the plans a breakdown of the organization having jurisdiction over the wetlands present on the property (ie: Army Corps of Engineers or Delaware Department of Natural Resources and Environmental Control (DNREC) or specify whether the wetlands are ephemeral in nature and therefore non-jurisdictional), the type of wetlands (tidal or non-tidal) and the acreage of wetlands by type (§99-26(A)(17)).

Response 17: **Wetlands area table has been added to the Cover Sheet G1.0.**

Comment 18: Please add to the plans a breakdown of open space by Open Space Area (ie: Open Space Area "A", "B", "C" etc.) Please include

the Open Space total as a percentage as well as the total number of acres.

Response 18: ***A breakdown of open space has been added to the Site Data Column.***

Comment 19: Please include a space for the signature of an authorized representative of the Sussex Conservation District approving the location and design of all stormwater management areas and erosion and sediment control facilities which shall be shown on the Final Site Plan (§99-26(A)(18)).

Response 19: ***The Sussex Conservation District Signature block has been added to the Cover Sheet G1.0.***

Comment 20: Please include on the plans a summary of deed restrictions application within the subdivision, including agreements for the operation and maintenance by the property owners or agency in the subdivision of street and road improvements, surface drainage facilities, erosion and sedimentation control facilities, water supply facilities, sanitary sewer facilities, forested buffer strips, all areas approved as open space as defined in §99-5 and other improvements deemed necessary by the Commission (§99-27(A)).

Response 20: ***A Draft of the Master Declaration of Covenants, Conditions, Easements and Restrictions is enclosed.***

Comment 21: Please ensure that the Landscape Plans are certified by a licensed landscape architect, licensed forester or forester designated by the Society of American Foresters as a "certified forester" (§99-5).

Response 21: ***Landscape plans will be signed by a licensed landscape architect.***

Comment 22: Please include within the Site Data Column that the proposed subdivision is located within an area of "good" and "excellent" Groundwater Recharge Potential (§89-6).

Response 22: ***Note has been added to the Site Data Column.***

Comment 23: Please confirm whether mail is to be centralized. If so, please show the location of any proposed community mailbox provisions on the plans.

Response 23: ***Mail will be centralized; location has been added and labeled on Sheet FSP6.0.***

Comment 24: Prior to approval of any Final Subdivision Plan, approval letters or 'no-objection' letters from the following agencies shall be submitted to the Sussex County Planning and Zoning Department

(All items in **bold** still require submittal to the Department and all items in which a check mark ✓ appear have been submitted and received by the Department):

- a. **Sussex Conservation District**
- b. **Office of the State Fire Marshal**
- c. **Delaware Department of Transportation**
- d. **Sussex County Engineering Department**
- e. **Delaware Department of Public Health – Office of Drinking Water**
- f. **Sussex County Mapping and Addressing**
 - i. **Approval for proposed Subdivision Name.**
 - ii. **Approval for proposed street names.**
- g. **Delaware Department of Natural Resources & Environmental Control – Subaqueous Lands Permit (for proposed kayak launch)**
This will be part of the Amenity Site Plan which will be submitted separately.
- h. **Approval from the local school district in relation to any bus stop provisions.**
A school bus stop will be provided at the circle as approved by the school district.
- i. **Copies of all draft or final HOA documents for the file.**

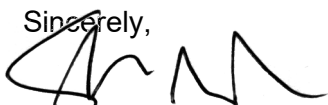
Response 24: *Please see above responses to notes "g" and "h" and enclosures below.*

The lot fee will be sent with the submittal of the final site plan for approval signatures.

Upon your review, please place the project on the next available Planning & Zoning Commission Agenda.

If you have any questions or comments, please feel free to contact me by telephone at (410) 742-3115 or by e-mail at smarsh@gmbnet.com.

Sincerely,



Stephen L. Marsh, P.E.
Senior Vice President
East Region Director of Operations

Enclosures

- Two (2) copies of the Revised Final Subdivision Plan (24x36)
- One (1) copy of the Revised Final Subdivision Plan (electronic via email)
- Sussex Conservation District Request for Final Plans Letter, dated 02/08/2022
- Office of the State Fire Marshal Permit, dated 08/26/2021
- DelDOT Request for Final Record Plan (LONO), dated 01/14/2022

- Sussex County Engineering Department Request for Final Plans Letter, dated 02/02/2022
- Office of Drinking Water Approval Letter, dated 08/23/2021
- Mapping and Addressing Street Name Approval, dated 03/08/2021
- Mapping and Addressing Subdivision Name Approval Letter, dated 12/28/2021
- Draft Master Declaration of Covenants, Conditions, Easements and Restrictions for Channel Pointe, Baltimore Hundred, Sussex County, Delaware

cc: Carl M. Freeman Communities
Attn: Mr. Josh Mastrangelo (w/encl.)

Mr. Jim Fuqua (w/encl.)

4. THERE SHALL BE NO MORE THAN 70 LOTS WITHIN THE SUBDIVISION.
5. THE DEVELOPER SHALL ESTABLISH A HOMEOWNER'S ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF STREETS, ROADS, BUFFERS, STORMWATER MANAGEMENT FACILITIES AND OTHER COMMON AREAS.
6. THE STORMWATER MANAGEMENT SYSTEM SHALL MEET OR EXCEED THE REQUIREMENTS OF THE STATE AND COUNTY. THE FINAL SITE PLAN SHALL CONTAIN THE APPROVAL OF THE SUSSEX COUNTY CONSERVATION DISTRICT FOR THE DESIGN AND LOCATION OF ALL STORMWATER MANAGEMENT AREAS AND EROSION AND SEDIMENTATION CONTROL FACILITIES.
7. A FORESTED LANDSCAPED BUFFER OF AT LEAST 20 FEET IN DEPTH SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT, EXCEPT FOR AREAS UNDER WATER, PART OF EXISTING WETLANDS, OR WITHIN THE WETLANDS BUFFER. THIS BUFFER SHALL UTILIZE EXISTING VEGETATION. THE FINAL SITE PLAN SHALL CONTAIN A LANDSCAPE PLAN FOR ALL OF THE AREAS.
8. THE SUBDIVISION SHALL BE SERVED BY SUSSEX COUNTY SEWER SERVICE.
9. THE SUBDIVISION SHALL BE SERVED BY A PUBLICLY REGULATED CENTRAL WATER SYSTEM PROVIDING DRINKING WATER AND FIRE PROTECTION.
10. THE STREET DESIGN SHALL MEET OR EXCEED SUSSEX COUNTY STANDARDS.
11. THE DEVELOPMENT SHALL BE SERVED BY ITS OWN ON-SITE UTILITY AMENITIES INCLUDING A DOCK, KAYAK LAUNCH, POOL AND POOL HOUSE.
12. THE AMENITIES SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE 40TH RESIDENTIAL BUILDING PERMIT.
13. ROAD NAMING AND ADDRESSING SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE SUSSEX COUNTY MAPPING AND ADDRESSING DEPARTMENT.
14. DELIVERIES AND CONSTRUCTION ACTIVITIES SHALL ONLY OCCUR DURING THE HOURS OF 8:00 AM THROUGH 5:00 PM, MONDAY THROUGH FRIDAY.
15. NO LOTS SHALL CONTAIN ANY TIDAL WETLANDS.
16. THERE SHALL BE A BUFFER FROM ALL TIDAL WETLANDS. THE BUFFER SHALL HAVE A DEPTH OF AT LEAST 50-FEET, AND SHALL BE OUTSIDE OF ALL LOT LINES.
17. THERE SHALL BE CONTINUED INTER CONNECTIVITY WITH MADISON AVENUE.
18. A COVERED BUS STOP AREA SHALL BE PROVIDED NEAR THE ENTRANCE TO THE DEVELOPMENT FOR USE BY SCHOOL BUSES OR PUBLIC TRANSPORTATION.
19. A REVISED PRELIMINARY SITE PLAN EITHER DEPICTING OR NOTING THESE CONDITIONS MUST BE SUBMITTED TO THE OFFICE OF PLANNING AND ZONING.
20. THE FINAL SITE PLAN SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE PLANNING AND ZONING COMMISSION.

G1.0	COVER SHEET
G1.1	KEY SHEET
FSP1.0	FINAL SITE PLAN
FSP2.0	FINAL SITE PLAN
FSP3.0	FINAL SITE PLAN
FSP4.0	FINAL SITE PLAN
FSP5.0	FINAL SITE PLAN
FSP6.0	FINAL SITE PLAN
FSP7.0	ROAD CROSS SECTIONS
RP1.0	RECORD PLAT
RP2.0	RECORD PLAT
RP3.0	RECORD PLAT
RP4.0	RECORD PLAT
RP5.0	RECORD PLAT
RP6.0	RECORD PLAT
RP7.0	LINE AND CURVE TABLE
L1.0	LIGHTING PLAN
L2.0	LANDSCAPING KEY SHEET
L2.1	LANDSCAPING PLAN
L2.2	LANDSCAPING PLAN
L2.3	LANDSCAPING PLAN

UPLANDS AREA:	±38.14 ACRES
TOTAL WETLANDS:	±82.63 ACRES
TIDAL WETLANDS SUBJECT TO USACOE REGULATORY PROGRAM (INCLUDES TIDAL POND):	±66.3 ACRES
NON-TIDAL WETLANDS:	±16.33 ACRES
TOTAL SITE AREA:	±120.77 ACRES

EDWARD M. LAUNAY, SENIOR PROFESSIONAL WETLAND SCIENTIST
(SPWS) NO. 875
SOCIETY OF WETLAND SCIENTISTS
CORPS OF ENGINEERS,
CERTIFIED WETLAND DELINEATOR WSCP93MD0510036B

A map of the Chesapeake Bay region, showing the states of Maryland, Delaware, New Jersey, and Virginia. The map includes major cities such as Baltimore, Washington, D.C., Wilmington, Dover, Salisbury, and Ocean City. It also shows major highways (I-95, I-495, I-295, I-83, I-76, I-66, I-96, I-81, I-77, I-70, I-64, I-63, I-60, I-58, I-55, I-52, I-49, I-46, I-44, I-41, I-39, I-38, I-37, I-36, I-35, I-34, I-33, I-32, I-31, I-30, I-29, I-28, I-27, I-26, I-25, I-24, I-23, I-22, I-21, I-20, I-19, I-18, I-17, I-16, I-15, I-14, I-13, I-12, I-11, I-10, I-9, I-8, I-7, I-6, I-5, I-4, I-3, I-2, I-1) and the Chesapeake Bay itself. A north arrow is in the top left corner.

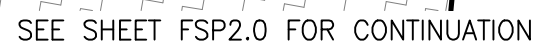
JOSH MASTRANGELO
CARL M FREEMAN COMMUNITIES
21 GREEN VILLAGE DRIVE, SUITE 200
OCEAN VIEW, DELAWARE 19970

STEPHEN L. MARSH, P.E.
GEORGE, MILES, & BUHR, LLC.
206 W. MAIN STREET
SALISBURY, MD 21801

PROPOSED AMENITIES PRIVATE MARINA (UNDER SEPARATE SITE PLAN), WITH KAYAK LAUNCH BOATHOUSE, POOL AND POOLHOUSE, PICKLE BALL

APPROVED _____ BY _____
SUSSEX COUNTY
SOIL CONSERVATION DISTRICT

SCALE : AS NOTED	SHEET NO G1.0
DESIGN BY : KK	
DRAWN BY : RLM	
CHECKED BY :	
GMB FILE : 180022	
DATE : SEPT 2021	



SEE SHEET FSP5.0 FOR CONTINUATION

Carl M. Freeman
COMMUNITIES

BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

GNB

GEORGE, MILES & BUHR, LLC
ARCHITECTS & ENGINEERS
SALISBURY • BALTIMORE • SEAFORD
206 WEST MAIN STREET
SALISBURY, MARYLAND 2180
410-742-3115, FAX 410-548-5790
www.gmbnet.com

FINAL SITE PLAN

SCALE : 1" = 60'	SHEET NO. FSP1.0
DESIGN BY : KK	
DRAWN BY : RLM	
CHECKED BY :	
GMB FILE : 180022	
DATE : SEPT 2021	

© COPYRIGHT 2021 GEORGE. MILES & BUHR, LLC

[illegible]

PENT-RED .006 INCHES (.25mm) PENT-YELLOW .007 INCHES (.18mm) PENT-GREEN .010 INCHES (.25mm) PENT-CYAN .014 INCHES (.35mm) PENT-BLUE .020 INCHES (.50mm) PENT-BLACK .028 INCHES (.70mm) PENT-WHITE .039 INCHES (.99mm)

PLOT CODE
PENT-CYAN

ZONE AE
EL. 6

RIP RAP
SHORELINE, TYP.

OPEN SPACE LOT 3000

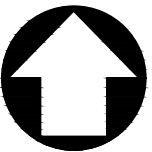
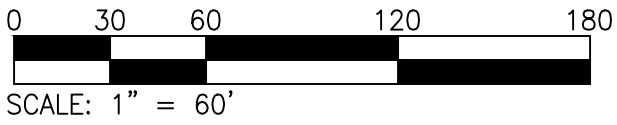
RIP RAP
SHORELINE, TYP.

LITTLE
ASSAWOMAN
BAY

SUBAQUEOUS
WETLANDS

ZONE VE
EL. 6

ZONE VE
EL. 7



SEE SHEET FSP4.0 FOR CONTINUATION

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CHANNEL POINTE
(FKA BISHOP'S POINTE/CANNON PROPERTY)

COMMUNITIES

BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

FINAL SITE PLAN

SCALE: 1" = 60'
DESIGN BY : KK
DRAWN BY : RLM
CHECKED BY :
GMB FILE : 180022
DATE : SEPT 2021

SHEET NO.
FSP3.0

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Carl M. Freeman
COMMUNITIES

BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

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DRAWN BY	: RLM
CHECKED BY	:
GMB FILE	: 180022
DATE	: SEPT 2021

FSP4.0

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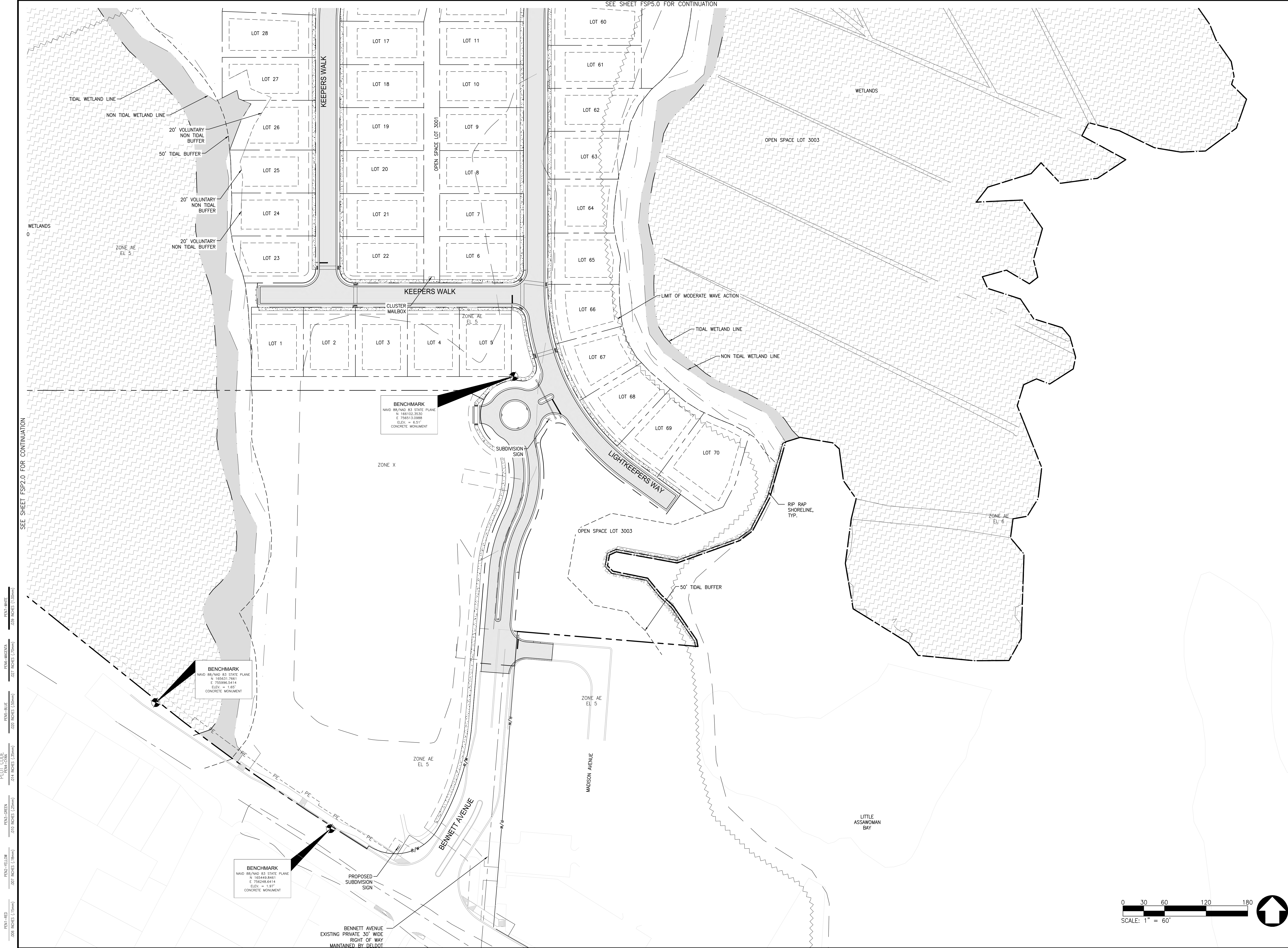
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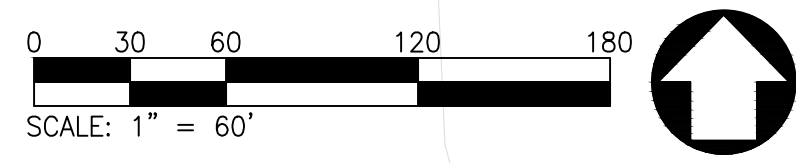
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SEE SHEET FSP2.0 FOR CONTINUATION

SEE SHEET FSP5.0 FOR CONTINUATION

PLOT CODE
PEN=GRAY .014 INCHES (35mm)
PEN=BLUE .020 INCHES (50mm)
PEN=GREEN .010 INCHES (25mm)
PEN=RED .006 INCHES (15mm)
PEN=WHITE .030 INCHES (75mm)
PEN=MASTIC .027 INCHES (70mm)



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CHANNEL POINTE
(FKA BISHOP'S POINTE/CANNON PROPERTY)
Canal Communities
BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

FINAL SITE PLAN

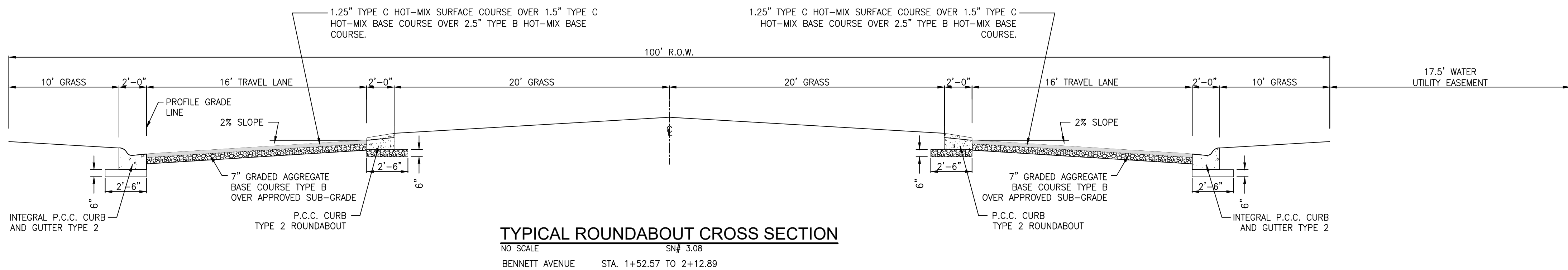
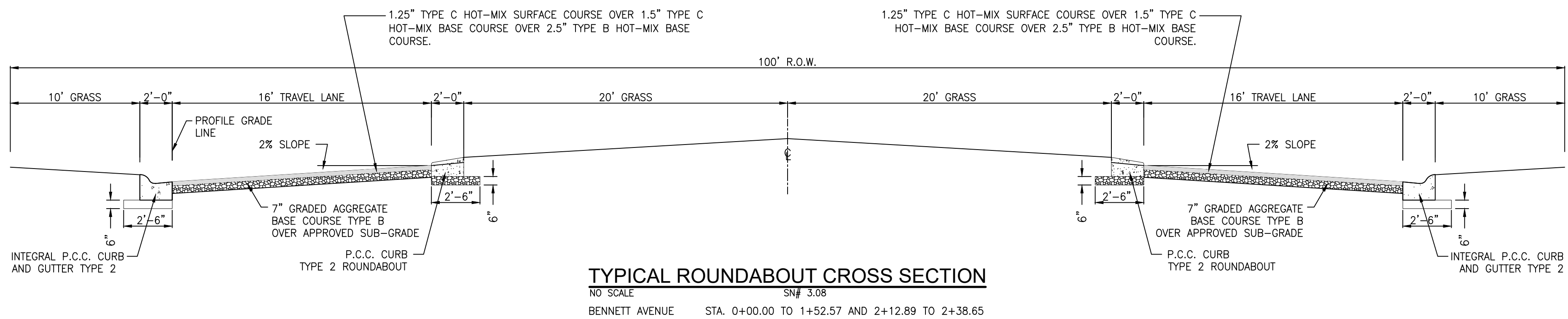
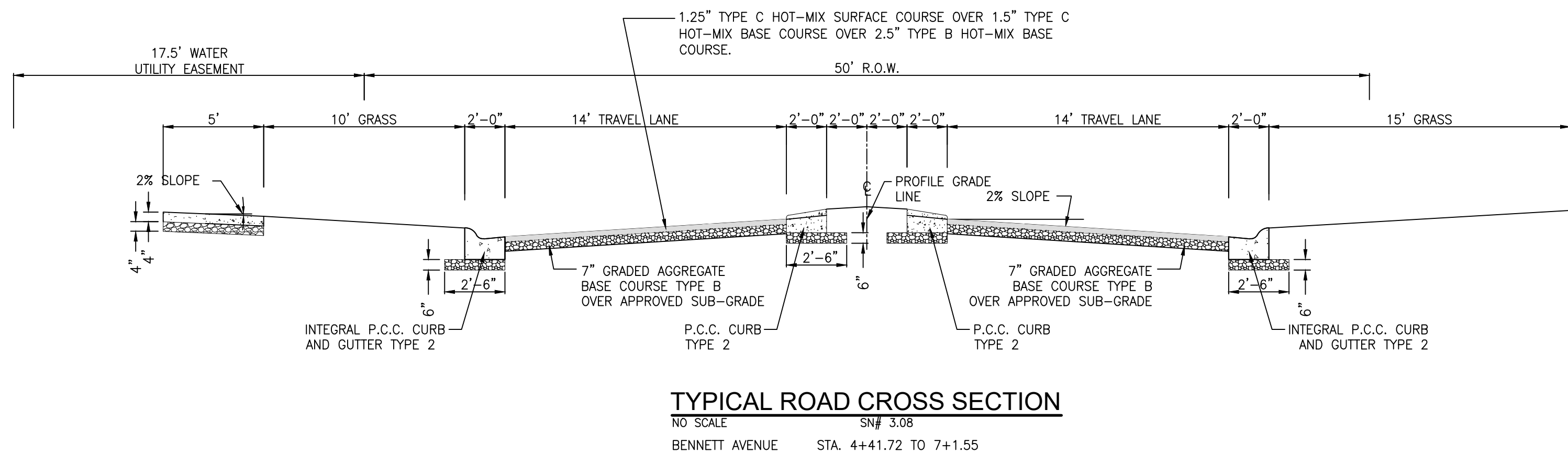
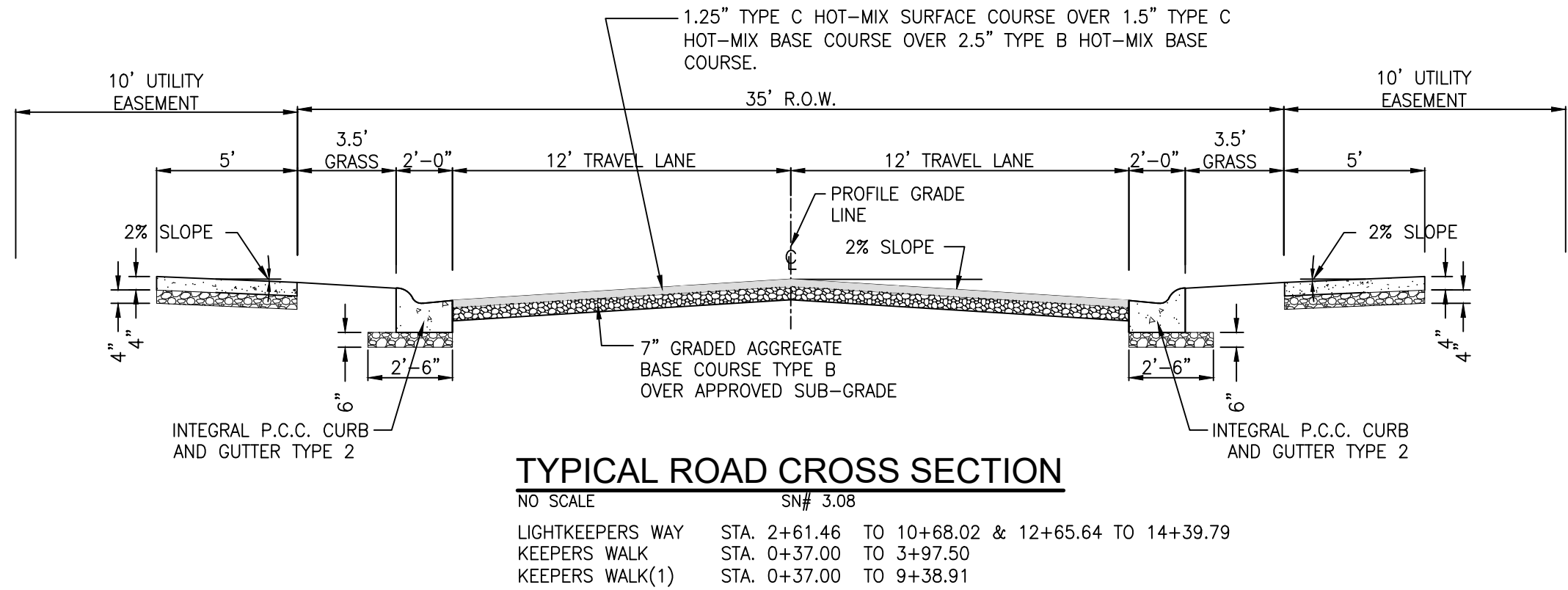
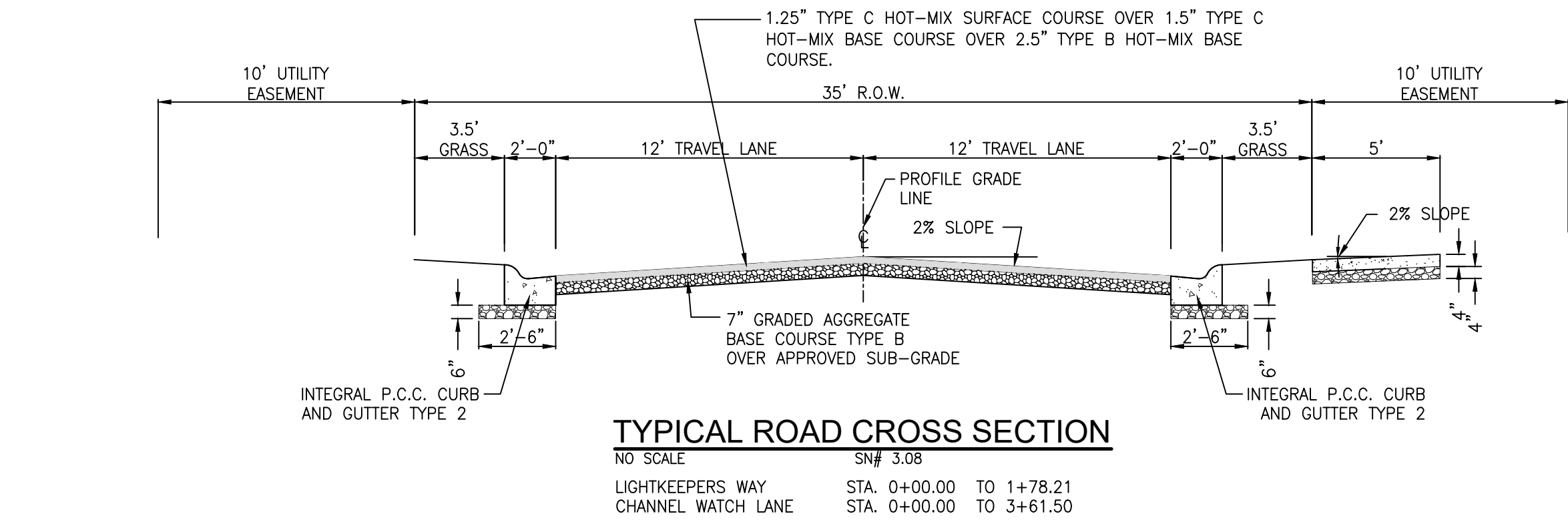
SCALE: 1" = 60"
DESIGN BY : KK
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GMB FILE : 180022
DATE : SEPT 2021

SHEET NO.
FSP6.0

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C:\Projects\2018\180022 Cannon Property\Unidoc\Working Set\Record Plot and FSP\FSP7.0_Site Details.dwg, 2/9/2022 4:01 PM, Terry M. Gundry

PLOT CODE
PLOT SIZE
PLOT SCALE
PLOT DATE
PLOT TIME
PLOT USER
PLOT STATUS
PLOT COMMENTS



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CHANNEL POINTE

(FKA BISHOP'S POINTE/CANNON PROPERTY)

Can M. Thompson

COMMUNITIES

BALTIMORE HUNDRED

SUSSEX COUNTY, DELAWARE

ROAD CROSS SECTIONS

SCALE : AS NOTED
DESIGN BY : KK
DRAWN BY : RLM
CHECKED BY :
GMB FILE : 180022
DATE : SEPT 2021

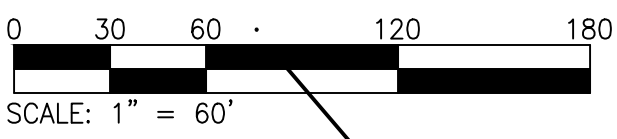
SHEET NO.
FSP7.0

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PLOT CODE
PEN-RED 0.06 INCHES (1.5mm) PEN-YELLOW 0.07 INCHES (1.8mm) PEN-GREEN 0.10 INCHES (2.5mm) PEN-CYAN 0.14 INCHES (3.5mm) PEN-BLUE 0.20 INCHES (5.0mm) PEN-MAGENTA 0.27 INCHES (7.0mm) PEN-WHITE 0.39 INCHES (1.0mm)



SEE SHEET RP2.0 FOR CONTINUATION



SEE SHEET RP5.0 FOR CONTINUATION

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DATE	
REVISIONS	
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<div>GMB GEORGE, MILES & BUHR, LLC ARCHITECTS & ENGINEERS SALISBURY • BALTIMORE • SEAFORD 206 WEST MAIN STREET SALISBURY, MARYLAND 21801 410-742-3115, FAX 410-548-5790 www.gmbnet.com</div>	
<div>CHANNEL POINTE (FKA BISHOP'S POINTE/CANNON PROPERTY) BALTIMORE HUNDRED SUSSEX COUNTY, DELAWARE</div>	
RECORD PLAT	
SCALE 1" = 60'	SHEET NO.
DESIGN BY : KK	RP1.0
DRAWN BY : RLM	
CHECKED BY :	
GMB FILE : 180022	
DATE : SEPT 2021	© COPYRIGHT 2021 GEORGE, MILES & BUHR, LLC

OPEN SPACE
LOT 3000
±72.79 AC.

N/F
STATE OF DELAWARE
884/155
(PER CONDEMNATION DOCUMENT)
TITLE EXCEPTION 1
ZONED AR

TIDAL WETLAND
(TYPICAL)

OPEN SPACE
LOT 3000
±72.79 AC.

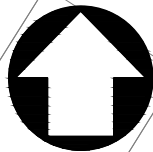
440.14 SF - ±0.01 ACRES
OF PARCEL 22.00 CONVEYED
TO OPEN SPACE LOT 3004
PER THIS PLAT

$$N90^{\circ}00'00''E \longrightarrow 1001.41'$$

LOTLINE TO BE REMOVED
PER THIS PLAT (TYPICAL)

PARCEL A
BISHOP'S POINTE
COMMERCIAL AREA
UNDER SEPARATE
SUBMITTAL
±9.19 AC.

LIGHTHOUSE ROAD (SR 54)
RIGHT OF WAY VARIES



SEE SHEET RP6.0 FOR CONTINUATION

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**CHANNEL POINTE
(FKA BISHOP'S POINTE/CANNON PROPERTY)**

Carl M. Freeman
COMMUNITIES

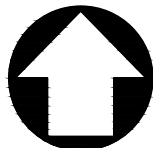
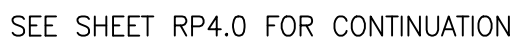
BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

RECORD PLAT

SCALE	: 1" = 60'
DESIGN BY	: KK
DRAWN BY	: RLM
CHECKED BY	:
GMB FILE	: 180022
DATE	: SEPT 2021

SHEET NO.

RP2.0



Carl M. Freeman
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[illegible]

SCALE : 1" = 60'	SHEET NO. <div style="font-size: 2em; font-weight: bold;">RP3.0</div>
DESIGN BY : KK	
DRAWN BY : RLM	
CHECKED BY :	
GMB FILE : 180022	
DATE : SEPT 2021	

PLOT CODE
PEN-RED .006 INCHES (.25mm)
PEN-YELLOW .007 INCHES (.18mm)
PEN-ORANGE .010 INCHES (.25mm)
PEN-GREEN .014 INCHES (.35mm)
PEN-CYAN .020 INCHES (.50mm)
PEN-BLUE .020 INCHES (.50mm)
PEN-MAGENTA .027 INCHES (.70mm)
PEN-WHITE .039 INCHES (1.00mm)



SEE SHEET RP3.0 FOR CONTINUATION

SEE SHEET RP5.0 FOR CONTINUATION

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CHANNEL POINTE
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BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

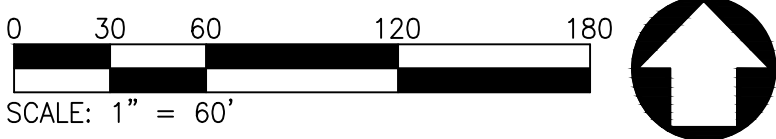
RECORD PLAT

SCALE 1" = 60'

DESIGN BY : KIK
DRAWN BY : RLM
CHECKED BY :
GMB FILE : 180022
DATE : SEPT 2021

SHEET NO.
RP4.0

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CHANEL POINTE
BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

RECORD PLAT

SCALE : 1" = 60'	SHEET NO. RP5.0
DESIGN BY : KK	
DRAWN BY : RLM	
CHECKED BY :	
GMS FILE : 180022	
DATE : SEPT 2021	




LINE TABLE		
LINE	LENGTH	DIRECTION
L281	5.02'	S32°28'50"W
L282	6.68'	N89°15'58"E
L283	154.84'	N28°33'15"E
L284	33.01'	N23°53'56"E
L285	22.16'	N8°42'40"E
L286	78.53'	N49°34'34"E
L287	33.73'	N0°51'57"W
L288	65.68'	N2°29'39"W
L289	36.92'	N10°11'11"W
L290	33.46'	N16°05'34"W
L291	40.11'	N21°35'43"W
L292	20.95'	N46°33'12"W
L293	32.30'	N60°14'15"W
L294	45.49'	N48°08'16"W
L295	41.19'	N14°31'46"W
L296	58.59'	N22°42'45"E
L297	31.05'	N59°55'35"E
L298	38.93'	N80°11'45"E
L299	47.01'	N6°27'08"E
L300	21.09'	N49°40'03"E
L301	59.43'	N63°55'00"E
L302	107.52'	N55°39'07"E
L303	9.10'	S59°09'57"E

CURVE TABLE								
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD	BEGINNING COORDINATE	ENDING COORDINATE	
C37	46.53'	267.50'	9.97	N31°37'11"E	46.47'	N 166732.86,E 756255.67	N 166772.43,E 756280.03	
C38	45.24'	117.70'	22.06	N47°37'56"E	44.96'	N 166936.86,E 756402.16	N 166967.16,E 756435.37	
C39	50.94'	117.50'	24.84	N71°04'51"E	50.54'	N 166967.16,E 756435.37	N 166983.55,E 756483.18	
C40	48.56'	282.50'	9.85	N78°34'33"E	48.50'	N 167001.09,E 756637.21	N 167010.70,E 756684.74	
C41	87.38'	282.50'	17.72	N64°47'24"E	85.40'	N 167010.70,E 756684.74	N 167047.77,E 756763.49	
C42	30.63'	19.50'	90.00	N10°55'43"E	27.58'	N 167145.33,E 756907.74	N 167172.41,E 756912.97	
C43	67.53'	82.50'	46.90	S60°03'06"W	66.66'	N 166948.77,E 756487.15	N 166915.99,E 756430.26	
C44	48.03'	232.50'	11.84	S30°41'03"W	47.95'	N 166751.57,E 756308.13	N 166710.33,E 756283.66	
C45	98.46'	232.50'	24.26	S12°38'00"W	97.73'	N 166710.33,E 756283.66	N 166614.97,E 756262.28	
C46	2.03'	232.50'	0.50	S01°5'03"W	2.03'	N 166614.97,E 756262.28	N 166612.93,E 756262.28	
C47	30.63'	19.50'	90.00	S45°00'00"E	27.58'	N 166256.72,E 756622.28	N 166237.22,E 756281.78	
C48	30.63'	19.50'	90.00	N45°00'00"E	27.58'	N 166237.22,E 756507.78	N 166256.72,E 756527.28	
C49	59.19'	517.50'	6.55	N32°22'39"E	59.15'	N 166614.18,E 756527.28	N 166673.23,E 756530.76	
C50	66.95'	517.50'	7.41	N10°21'36"E	66.90'	N 166673.23,E 756530.76	N 166690.04,E 756542.79	
C51	184.34'	517.50'	20.01	N24°16'16"E	183.37'	N 166739.04,E 756542.79	N 166766.21,E 756618.17	
C53	78.87'	34.50'	130.98	N31°00'42"W	62.78'	N 166906.21,E 756618.17	N 166960.01,E 756585.82	
C55	142.55'	50.00'	163.35	S17°48'16"W	98.95'	N 166096.04,E 756523.18	N 166081.83,E 756492.92	
C56	311.39'	517.50'	34.48	S17°14'17"W	306.71'	N 166906.21,E 756618.17	N 166612.37,E 756527.28	
C57	170.89'	267.50'	36.60	S18°18'05"W	168.00'	N 166772.43,E 756280.03	N 166612.93,E 756227.28	
C58	96.18'	117.70'	46.90	S60°03'06"W	93.51'	N 166983.55,E 756483.18	N 166936.86,E 756402.16	
C59	135.94'	282.50'	27.57	N69°42'52"E	134.64'	N 167001.09,E 756637.21	N 167047.77,E 756763.49	
C60	470.99'	482.50'	55.93	S27°57'52"E	452.51'	N 167012.94,E 756774.47	N 166613.27,E 756562.28	
C61	293.74'	312.50'	53.86	S26°55'43"E	283.05'	N 166230.67,E 756562.28	N 165978.31,E 756690.46	
C62	148.53'	232.50'	36.60	S18°18'05"W	146.02'	N 166751.57,E 756308.13	N 166612.93,E 756262.28	
C63	91.91'	517.50'	10.00	S03°02'02"W	9.91'	N 166614.18,E 756527.28	N 166612.37,E 756527.28	
C75	311.04'	2813.79'	6.33	S54°21'09"E	310.88'	N 165633.22,E 755999.79	N 165452.04,E 756252.42	
C76	311.04'	2813.79'	6.33	S54°21'09"E	310.88'	N 165633.22,E 755999.79	N 165452.04,E 756252.42	
C77	164.62'	350.00'	26.95	N18°08'29"E	163.10'	N 165447.00,E 756041.98	N 165601.99,E 756452.77	
C78	112.08'	70.00'	91.74	N77°29'01"E	100.48'	N 165425.22,E 756303.89	N 165447.00,E 756401.98	

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www.gmbnet.com



PLANTING LEGEND:

	203,042 SF	SOD	TURF TYPE TALL FESCUE	
	1,900 SF	MULCH	DECORATIVE RIVER ROCK 3-5" STONE OR CRUSHED CLAMSHELL	
	22,883 SF	ERNMX-178	RIPARIAN BUFFER MIX (ERNST CONSERVATION SEED)	20 LB. PER ACRE

LANDSCAPE ARCHITECT DATE



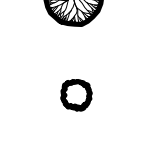




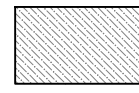
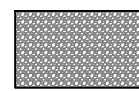
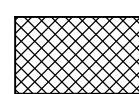
DATE	1000Z
TIME	SEPT 2021

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PLOT CODE
PLOT-RED : 001 INCHES (10mm)
PLOT-YELLOW : 007 INCHES (18mm)
PLOT-ORANGE : 010 INCHES (25mm)
PLOT-GREEN : 014 INCHES (35mm)
PLOT-CYAN : 020 INCHES (50mm)
PLOT-BLUE : 020 INCHES (50mm)
PLOT-MAGENTA : 027 INCHES (70mm)
PLOT-WHITE : 030 INCHES (75mm)

PLANTING LEGEND:

SYM.	QTY.	COMMON NAME	BOTANICAL NAME	SIZE @ INSTALL	SPACING	NOTES
	33	SYCAMORE	PLATANUS OCCIDENTALIS	3" CALIPER	AS SHOWN	DOMINANT LEADER
	22	LOBLOLLY PINE	PINUS TAEDA	8-10' HT.	AS SHOWN	DOMINANT LEADER
	19	SWEETBAY MAGNOLIA	MAGNOLIA VIRGINIANA	8-10' HT.	AS SHOWN	DOMINANT LEADER
	23	FRINGETREE	CHIONANTHUS VIRGINICUS	6-8' HT.	AS SHOWN	DOMINANT LEADER
	22	RED CEDAR	JUNIPERUS VIRGINIANA	4-6' HT.	AS SHOWN	DOMINANT LEADER
	78	BITTER SWITCHGRASS	PANICUM AMARUM x 'DEWEY BLUE'	24-36' HT.	AS SHOWN	HEALTHY, FULL, VIGOROUS

	203,042 SF	SOD	TURF TYPE TALL FESCUE	
	1,900 SF	MULCH	DECORATIVE RIVER ROCK 3-5" STONE OR CRUSHED CLAMSHELL	
	22,883 SF	ERNMX-178	RIPARIAN BUFFER MIX (ERNST CONSERVATION SEED)	20 LB. PER ACRE



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CHANNEL POINTE
(FKA BISHOP'S POINTE/CANNON PROPERTY)

Can M. Gundry
COMMUNITIES

BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

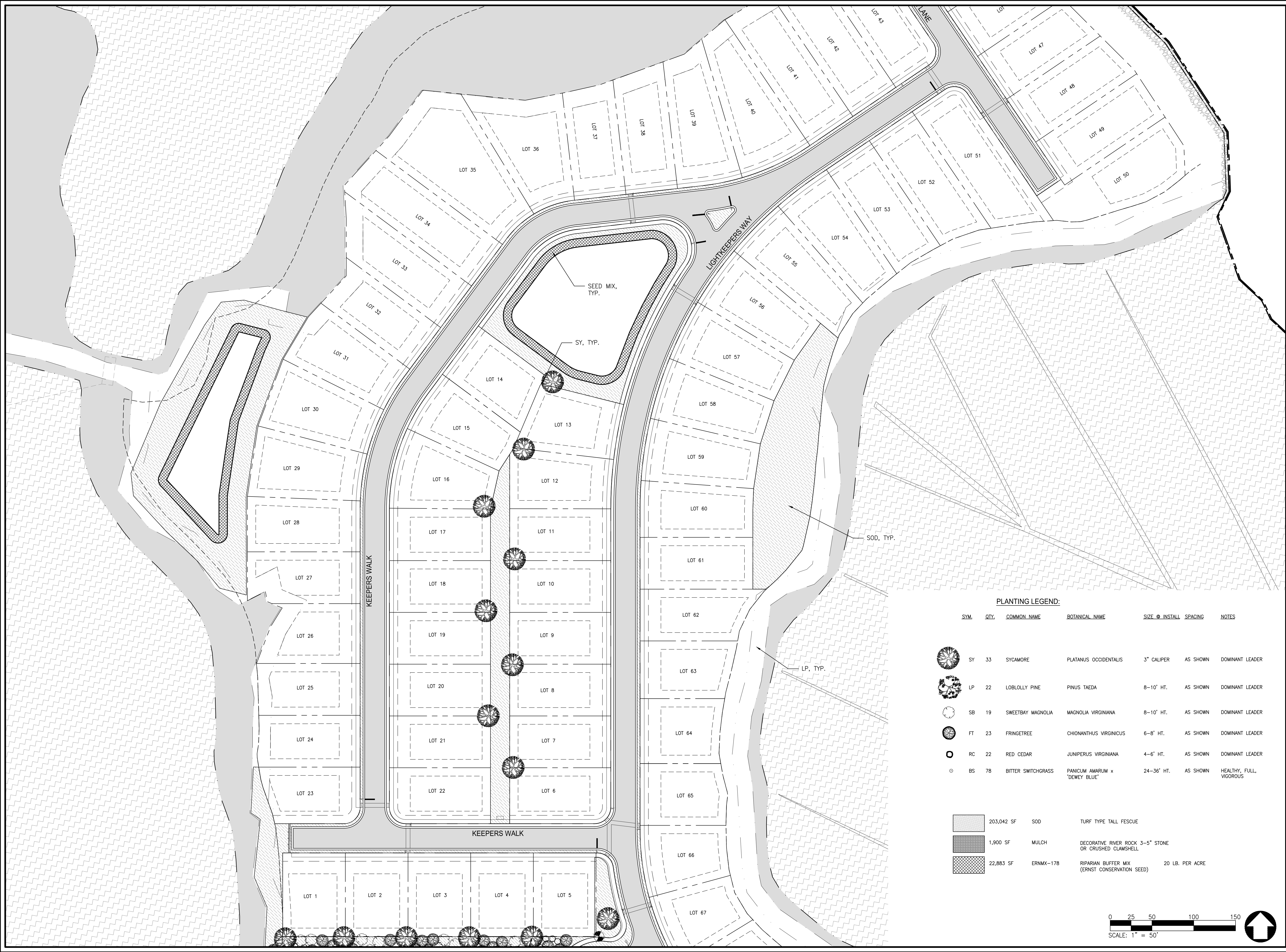
**LANDSCAPING
PLAN**

SCALE : 1" = 50'
DESIGN BY : KIK
DRAWN BY : RLM
CHECKED BY :
GMB FILE : 180022
DATE : SEPT 2021







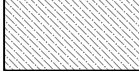


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L2.1

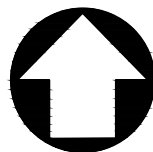
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PLOT CODE
PNT-RED .001 INCHES (.25mm)
PNT-YELLOW .001 INCHES (.25mm)
PNT-ORANGE .001 INCHES (.25mm)
PNT-BLUE .001 INCHES (.25mm)
PNT-MAGENTA .001 INCHES (.25mm)
PNT-WHITE .001 INCHES (.25mm)



PLANTING LEGEND:

SYM.	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	INSTALL	SPACING	NOTES
	33	SYCAMORE	PLATANUS OCCIDENTALIS	3" CALIPER	AS SHOWN		DOMINANT LEADER
	22	LOBLOLLY PINE	PINUS TAEDA	8-10' HT.	AS SHOWN		DOMINANT LEADER
	19	SWEETBAY MAGNOLIA	MAGNOLIA VIRGINIANA	8-10' HT.	AS SHOWN		DOMINANT LEADER
	23	FRINGETREE	CHIONANTHUS VIRGINICUS	6-8' HT.	AS SHOWN		DOMINANT LEADER
	22	RED CEDAR	JUNIPERUS VIRGINIANA	4-6' HT.	AS SHOWN		DOMINANT LEADER
	78	BITTER SWITCHGRASS	PANICUM AMARUM x 'DEWEY BLUE'	24-36' HT.	AS SHOWN		HEALTHY, FULL, VIGOROUS
	203,042 SF	SOD	TURF TYPE TALL FESCUE				
	1,900 SF	MULCH	DECORATIVE RIVER ROCK 3-5" STONE OR CRUSHED CLAMSHELL				
	22,883 SF	ERNMX-178	RIPARIAN BUFFER MIX (ERNST CONSERVATION SEED)			20 LB. PER ACRE	

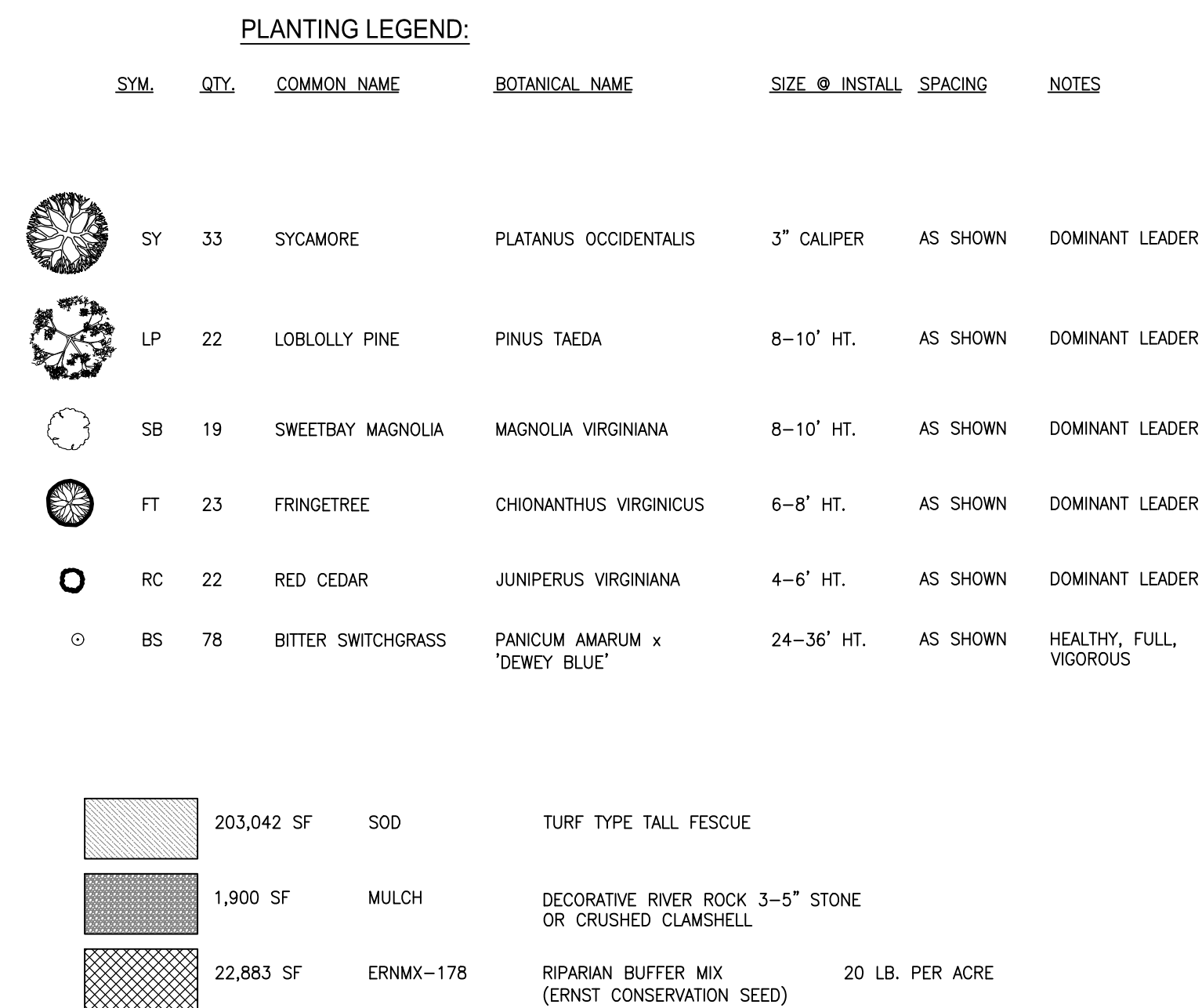


CHANNEL POINTE
(FKA BISHOP'S POINTE/CANNON PROPERTY)
BALTIMORE HUNDRED
SUSSEX COUNTY, DELAWARE

GMB
GEORGE, MILES & BUHR, LLC
ARCHITECTS & ENGINEERS
SALISBURY • BALTIMORE • SEAFORD
206 WEST MAIN STREET
SALISBURY, MARYLAND 21801
410-742-3115, FAX 410-548-9790
www.gmbnet.com

PRINTS ISSUED FOR:	APPROVAL
DATE	
REVISIONS	
NO.	

SCALE: 1" = 50'	SHEET NO.
DESIGN BY: KK	L2.2
DRAWN BY: RLM	
CHECKED BY:	
GMB FILE: 180022	
DATE: SEPT 2021	





February 01, 2022

Ms. Megan Evans
GMB
206 West Main St
Salisbury, MD 21801
mEvans@gmbnet.com

**RE: Bishop's Pointe
Final Submittal Letter**

Ms. Evans:

Sussex Conservation District has reviewed the sediment and stormwater management plans submitted for the above referenced project. The District has found the submittal to be acceptable, please provide the District with the following:

- Submit 5 sets of plans for approval.
- Submit 1 set scaled 12 x 18 for approval.
- Submit an electronic copy (PDF) of the project's complete construction set.
- Submit an electronic copy (PDF) of the Stormwater Report (and all exhibits).
- Provide a check for inspection for \$10,187.85 and maintenance fee for \$3,400. (These fees can be combined on one check.)

Please note:

- Every plan sheet is to be signed and sealed by a qualified design professional.
- The SCD Owners Certification Statement is to be signed in ink on each set of plans.
- DeIDOT Entrance Permit is required prior to scheduling a Pre-Construction meeting. (if applicable)
- DNREC Drainage Section approval is required prior to SCD final approval. (if applicable)

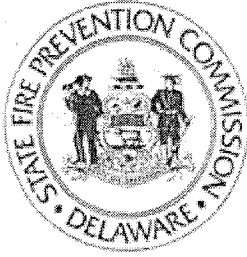
If plans are submitted with any of the above items missing, they will **not** be approved. Be advised if there are any deficiencies which cannot be addressed within 72 hours the plans will be considered withdrawn and therefore, you will need to entirely resubmit. We appreciate your cooperation in this matter as we are trying to maintain a professional and structured office to better serve you.

If ownership is going to change, the District will require a new application and two sets of plans with the new owner's information and signed certification statement. In addition, the authorization to discharge stormwater under the regulations *Part 2 Special Conditions for Storm Water Discharges Associated with Construction Activities*, must be transferred by the original owner to the new owner, please contact DNREC at 302-739-9921 for assistance.

If you have any questions or concerns regarding the aforementioned, please do not hesitate to contact the District at 302-856-2105.

Sincerely,

John Justice
John Justice



**OFFICE OF THE STATE FIRE MARSHAL
Technical Services**

22705 Park Avenue
Georgetown, DE 19947



SFMO PERMIT

Plan Review Number: 2021-04-207929-MJS-01

Tax Parcel Number: 533-20.00-20.00

Status: Approved as Submitted

Date: 08/26/2021

Project

Bishop's Pointe

Carl M Freeman Communities LLC

Lighthouse Road and Bennett Avenue
Fenwick DE 19944

Scope of Project

Number of Stories:

Square Footage:

Construction Class:

Fire District: 90 - Roxana Volunteer Fire Co

Occupant Load Inside:

Occupancy Code:

Applicant

Jesyl Silva
206 West Main Street
Salisbury, MD 21801

This office has reviewed the plans and specifications of the above described project for compliance with the Delaware State Fire Prevention Regulations, in effect as of the date of this review.

A Review Status of "Approved as Submitted" or "Not Approved as Submitted" must comply with the provisions of the attached Plan Review Comments.

Any Conditional Approval does not relieve the Applicant, Owner, Engineer, Contractor, nor their representatives from their responsibility to comply with the plan review comments and the applicable provisions of the Delaware State Fire Prevention Regulations in the construction, installation and/or completion of the project as reviewed by this Agency.

A final inspection is required.

This Plan Review Project was prepared by:

Jefferson Cerri
Fire Protection Specialist II

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2021-04-207929-MJS-01

Tax Parcel Number: 533-20.00-20.00

Status: Approved as Submitted

Date: 08/26/2021

PROJECT COMMENTS

- 1002 A** This project has been reviewed under the provisions of the Delaware State Fire Prevention Regulations (DSFPR) UPDATED March 11, 2016. The current Delaware State Fire Prevention Regulations are available on our website at www.statefiremarshal.delaware.gov. These plans were not reviewed for compliance with the Americans with Disabilities Act (ADA). These plans were not reviewed for compliance with any Local, Municipal, nor County Building Codes.
- 1030 A** This site meets Water Flow Table 2, therefore the following water for fire protection requirements apply: Main Sizes: 6" minimum. Minimum Capacity: 500 gpm @ 20 psi residual for 1 hour duration. Hydrant Spacing: 1,000' on center.
- 1180 A** This report reflects site review only. It is the responsibility of the applicant and owner to forward copies of this review to any other agency as required by those agencies.
- 1132 A** Fire hydrants shall be color coded in accordance with the DSFPR, Part III, Section 3 4. This includes both color coding the bonnet and 2" reflective tape around the barrel under the top flange.
- 1232 A** All threads provided for fire department connections, to sprinkler systems, standpipes, yard hydrants or any other fire hose connections shall be uniform to those used by the fire department in whose district they are located. DSFPR Part III, Section 1.1.5.1.
- 1332 A** The distance between a fire hydrant and the fire lane shall not be greater than seven feet (DSFPR Part V, Chapter 5, Section 5 10.4).
- 1432 A** The steamer connection of all fire hydrants shall be so positioned so as to be facing the street or fire lane. (DSFPR Regulation 705, Chapter 5, Section 10). The center of all hose outlet(s) on fire hydrants shall be not less than 18 inches above finalgrade (NFPA 24, Section 7.3.3).

1501 A If there are any questions about the above referenced comments please feel free to contact the Fire Protection Specialist who reviewed this project. Please have the plan review number available when calling about a specific project. When changes or revisions to the plans occur, plans are required to be submitted, reviewed, and approved.

Cathy Lyons

From: DelDot PDCA <PDCANotifications@Deldot.gov>
Sent: Friday, January 14, 2022 9:04 AM
To: CLyons@gmbnet.com; rrishel@cmfa.com; SMarsh@gmbnet.com
Cc: kevin.hickman@delaware.gov; kevin.hickman@delaware.gov
Subject: DeL DOT Plan Review Comments and Request Final Plans for Review Type: LONOR / Record Plan #2 for Cannon Property

Dear Mr.. Stephen Marsh,

The Department has received the LONOR / Record Plan for the above referenced project, last revised on 11/24/2021. After thorough review of this plan set and response comments we require the following modifications:

Please see comments and marked up plans in DeL DOT's PDCA.

Once all comments and any mark-ups have been addressed, we require that you upload the following to the PDCA for DeL DOT verifications: a cover letter that includes your confirmation that these requirements have been individually satisfied, and final electronic copies of the plan, with all proper signatures, through the PDCA.

If you have any questions about any these required modifications, please contact me.

Sincerely,
Mr. Kevin Hickman
Sussex County Reviewer
(302) 760-2461
kevin.hickman@delaware.gov

ENGINEERING DEPARTMENT

JOHN J. ASHMAN
SR. MANAGER OF UTILITY PLANNING
& DESIGN REVIEW

(302) 855-7370 T
(302) 854-5391 F
jashman@sussexcountype.gov



Sussex County

DELAWARE
sussexcountype.gov

HANS M. MEDLARZ, P.E.
COUNTY ENGINEER

February 2, 2022

George, Miles & Buhr, L.L.C.
206 W. Main Street
Salisbury, MD 21801

**RE: BISHOPS POINTE (AKA CANNON PROPERTY) FENWICK ISLAND
SANITARY SEWER DISTRICT
SUSSEX COUNTY TAX MAP NUMBER 533-20.00-PARCEL 20.00
CLASS-1 AGREEMENT NO. 1101**

Dear Mr. Silva P.E.

The Sussex County Engineering Department has concluded its final review of agreement number 1101.

For FINAL approval please provide the following:

- A completed wastewater construction permit review from DNREC.
- Five (5) sets of 24" x 36"
- One soft copy set. Include all scanned signatures.
- All sheets must be signed and sealed by the Engineer/Consultant.
- All cover sheets must have the owner/developer's signature and wetland consultant signature.

After approval, one set of County approved plans will be returned for your files.

If the plans are not received within one (1) year of the date of this letter, a new review process and review fee will be required.

If you have questions, my direct number is listed below.

Sincerely,

Ken Briggs
Sussex County Engineering, Utility Planning
302-855-7820





August 23, 2021

ARTESIAN WATER COMPANY, INC.

APPROVAL TO CONSTRUCT

Artesian Southern Sussex Regional

Bishop's Pointe Connection

PWS #DE00A0323

Approval #21W115

Mr. Josh Mastrangelo
Carl M Freeman Communities, LLC
21 Village Green Drive, Suite 200
Ocean View, DE 19970

Dear Mr. Mastrangelo:

As provided by Section 2.11 of the *State of Delaware Regulations Governing Public Drinking Water Systems*, you are granted approval to connect Bishop's Pointe, formerly known as Cannon Property, to the existing main in accordance with the plans submitted by George, Miles & Buhr, LLC. The plans consist of:

1. Transmittal letter dated August 9, 2021.
2. Application for Construction of New or Existing PWS dated August 9, 2021
3. Two copies of the plans entitled "Bishop's Pointe (Formerly Known as Cannon Property)" dated August 2021.

These plans, as noted, are made a part of this approval. This approval is granted subject to the enclosed list of conditions. It is the owner's responsibility to ensure as-built drawings are maintained throughout all phases of construction. Prior to receiving an Approval to Operate, the Office of Engineering requires one set of as-built drawings, including profile markups.

The Office of Engineering recommends detectable tracer tape that is three inches wide and blue in color to be installed directly above all water mains larger than two inches in diameter.

I am sending one set of plans to George, Miles & Buhr, LLC. That have been signed and dated by the Office of Engineer with a copy of this Approval.

Mr. Josh Mastrangelo
Carl M. Freeman Companies, LLC
August 23, 2021
Page 2

Should you have any questions regarding this matter, please feel free to contact Bill Milliken at (302) 741-8646.

Plans reviewed by:

Sincerely,

William J. Milliken, Jr.
Engineer III
Office of Engineering

Doug Lodge, P.E.
Supervisor of Engineering
Office of Engineering

cc: Public Service Commission
Terry Gundry, George, Miles & Buhr, LLC
Kathy Garrison, Artesian Water Company, Inc.
Ashley Kunder, ODW

1. The approval is void if construction has not been started by August 23, 2022.
2. The project shall be constructed in accordance with the approved plans and all required conditions listed in this Approval to Construct. If any changes are necessary, revised plans shall be submitted and a supplemental approval issued prior to the start of construction. As-built plans including profile mark-ups must be submitted to the Office of Engineering after construction has been completed.
3. Representatives of the Division of Public Health may inspect this project at any time during the construction.
4. This approval does not cover the structural stability of any units or parts of this project.
5. The water system shall be operated in conformance with the *State of Delaware Regulations Governing Public Drinking Water Systems*.
6. All wells, pipes, tanks, and equipment which can convey or store potable water shall be disinfected in accordance with the current AWWA procedures. Plans or specifications shall outline the procedure and include the disinfectant dosage, contact time, and method of testing the results of the procedure. (Recommended Standards for Water Works 2018 Edition 2.15)
7. Water mains crossing sanitary and storm sewers should be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sewer, and the water main should be above the sewer. At crossings, one full length of water pipe should be located so both joints will be as far from the sewer as possible. Special structural support for the water and sewer pipes may be required. In cases where it is not practical to maintain an 18-inch separation, the Division may allow deviation on a case-by-case basis if supported by data from the design engineer.
8. Water mains should be laid 10 feet horizontally from any existing or proposed sanitary or storm sewers. The distance should be measured edge to edge. In cases where it is not practical to maintain a 10-foot separation, the Division may allow deviation on a case-by-case basis if supported by data from the design engineer.
9. All chemicals, materials, mechanical devices, and coatings in contact with potable water shall comply with National Sanitation Foundation/American National Standards Institute Standards (NSF/ANSI) 60 and 61 and shall be inert, nontoxic, and shall not impart any taste, odor, or color to the water.
10. Sufficient valves should be provided so that inconvenience and sanitary hazards will be minimized during repairs. Valves should be located at not more than 500-foot intervals in commercial districts and at not more than one block or 800-foot intervals in other districts.

11. There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminating materials may be discharged or drawn into the system.
12. Fire hydrant drains shall not be connected to or located within 10 feet of sanitary sewers, storm sewers, or storm drains.
13. Prior to usage of water from this new well, water plant, storage plant, or distribution system, approval for the water quality must be obtained from the Division of Public Health.
14. The water system should be capable of providing at least 25 psi at ground level at all times throughout the distribution system.
15. All plastic pipe utilized in this drinking water system shall be approved for potable water use (NSF-pw). If any piping is joined with solder or flux, the solder and flux shall be lead free (less than or equal to 0.2 percent lead).
16. All water lines should be buried to a depth of at least 3 feet.
17. A Certificate of Public Conveniences and Necessity should be acquired from the Public Service Commission, (302) 739-4247.
18. This approval is for the distribution system only. Plans and specifications for all well plumbing, pumps, storage (including any interior coatings), and treatment must be submitted to and approved by this office prior to their installation.
19. The approval is subject to immediate revocation upon violation of any of the preceding conditions.
20. All other local (county/city/town) approvals or permits needed must be obtained prior to beginning construction.
21. Upon completion of construction and before the system is placed into operation, a "Notice of Completion" must be submitted to the Office of Engineering. Before placing the system into operation, the following must be adhered to:
 - a. Submit a set of as-built plans with profile markups to the Office of Engineering.
 - b. Obtain an Approval to Operate from the Office of Engineering.

Cathy Lyons

From: Terri Dukes <tdukes@sussexcountyde.gov>
Sent: Monday, March 8, 2021 3:43 PM
To: Cathy Lyons
Subject: RE: Street Name Request

Follow Up Flag: Follow up
Flag Status: Flagged

Cathy, please reference your list below.

Best Regards,
Terri

From: Cathy Lyons <CLyons@gmbnet.com>
Sent: Monday, March 8, 2021 10:52 AM
To: Terri Dukes <tdukes@sussexcountyde.gov>
Cc: Katja Kalinski <KKalinski@gmbnet.com>
Subject: Street Name Request

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe. Contact the IT Helpdesk if you need assistance.

Terri,

Good Morning. I hope all is well. We are in the preliminary / final stages of design for the Cannon Property, Subdivision #20180-18 (aka Bishops Pointe) project, located off Lighthouse Road in Fenwick Island. The owner has requested the below subdivision and street names:

Residential – Bishops Pointe/Approved
Retail/Hotel – The marketplace at Bishops Pointe

Street Names:

Public Road back to the circle – Bennett Ave (existing)
Old Salt Pot Lane or Circle / **Denied**
Salt Maker Lane/**Denied**
Lightkeeper Way/ Approved
Keepers Walk /Approved
Old Cannon Beach Road/**Denied**

I have enclosed a copy of the Preliminary Site Plan for your convenience.

Thank you,
Cathy

MAPPING & ADDRESSING

MEGAN NEHRBAS
MANAGER OF GEOGRAPHIC
INFORMATION SYSTEMS (GIS)
(302) 855-1176 T
(302) 853-5889 F



Sussex County
DELAWARE
sussexcountype.gov

December 28, 2021

Cathy Lyons, Senior Project Coordinator
Carl M. Freeman Companies
206 W. Main St.
Salisbury, MD 21801

RE: **Proposed Subdivision Name(s)**

Dear Cathy,

Our department has reviewed the REVISED name(s) submitted for your proposed subdivision located in Selbyville (533-20.00-20.00, 21.00, & 533-20.19-97.00). In reviewing the proposed name(s) the following has been approved for this subdivision:

CHANNEL POINTE

This new name will replace the previous approved name of Bishops Pointe.

Should you have any questions please contact the **Sussex County Geographic Information Office at 302-853-5888 or 302-855-1176.**

Sincerely,

Brian L. Tolley
GIS Specialist II

CC: Christin Scott, Planning & Zoning



Cathy Lyons

From: Tidwell Shawn <Shawn.Tidwell@irsd.k12.de.us>
Sent: Friday, February 4, 2022 12:43 PM
To: Katja Kalinski; Hudson Tami
Cc: Cathy Lyons
Subject: RE: [External] FW: New Proposed Subdivision - Bishop's Pointe - Bus Stop Provisions

The bus stop location will work.

Shawn

From: Katja Kalinski <KKalinski@gmbnet.com>
Sent: Thursday, February 3, 2022 4:31 PM
To: Tidwell Shawn <Shawn.Tidwell@irsd.k12.de.us>; Hudson Tami <tami.hudson@irsd.k12.de.us>
Cc: Cathy Lyons <CLyons@gmbnet.com>
Subject: FW: [External] FW: New Proposed Subdivision - Bishop's Pointe - Bus Stop Provisions

Good afternoon Shawn,

We have reviewed the circle as well: a 35' long bus can safely make the turn, if you are running busses over 40', we will have to move the bus stop

Out to Lighthouse Road.

Please advise.

Thank you!

Katja



Katja Kalinski
Senior Landscape Designer
206 West Main Street | Salisbury, MD | 21801
410.742.3115 | www.gmbnet.com | Find us on [facebook](#)

From: Cathy Lyons <CLyons@gmbnet.com>
Sent: Thursday, February 3, 2022 10:47 AM
To: Katja Kalinski <KKalinski@gmbnet.com>
Subject: FW: [External] FW: New Proposed Subdivision - Bishop's Pointe - Bus Stop Provisions

I received the below response from IRSD re: Cannon. Can you respond?

Thanks,
CL

From: Tidwell Shawn <Shawn.Tidwell@irsd.k12.de.us>
Sent: Thursday, February 3, 2022 10:46 AM
To: Cathy Lyons <CLyons@gmbnet.com>; Hudson Tami <tami.hudson@irsd.k12.de.us>
Subject: RE: [External] FW: New Proposed Subdivision - Bishop's Pointe - Bus Stop Provisions

Good morning,

While reviewing the plan I see that you have the bus stop on the traffic circle. I am concerned that the size of the traffic circle will not allow for the bus to safely make the turn. What provisions are in place to guarantee the circle large enough?

Shawn

From: Cathy Lyons <CLyons@gmbnet.com>
Sent: Thursday, February 3, 2022 10:06 AM
To: Tidwell Shawn <Shawn.Tidwell@irsd.k12.de.us>; Hudson Tami <tami.hudson@irsd.k12.de.us>
Subject: [External] FW: New Proposed Subdivision - Bishop's Pointe - Bus Stop Provisions

WARNING: External Email - This email originated outside of the State email system.
DO NOT CLICK links or attachments unless you recognize the sender and *are expecting* the email.

Shawn/Tami,

Good morning. I am following up on my request below and checking to see if you need any further information to provide documentation for this project.

Please feel free to contact me with any questions.

Thank you,
Cathy

From: Cathy Lyons
Sent: Thursday, January 27, 2022 2:58 PM
To: shawn.tidwell@irsd.k12.de.us; tami.hudson@irsd.k12.de.us
Subject: New Proposed Subdivision - Bishop's Pointe - Bus Stop Provisions

Good afternoon.

Our office is representing the developer of a proposed subdivision located on the north side of Route 54 in Selbyville, DE. We are required by Planning & Zoning to provide an approval by your District in relation to bus stop provisions. I

have enclosed a copy of the site plan for your review. Please respond if a bus stop is appropriate and if required at this location.

Please feel free to contact our office with any questions or comments.

Thank you,
Cathy



Cathy Lyons

Sr. Project Coordinator

206 West Main Street | Salisbury, MD | 21801

410.742.3115 | www.gmbnet.com | Find us on [facebook](#)

Tax Parcel Nos: See Attached

Prepared by and Return to:
K. William Scott, Esq.
Scott and Shuman, P.A.
33292 Coastal Highway, Suite 3
Bethany Beach, Delaware 19930

**MASTER DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR CHANNEL POINTE
BALTIMORE HUNDRED, SUSSEX COUNTY, DELAWARE**

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MASTER DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (this "Declaration") is made effective as of the ____ day of _____, 20__ (the "Effective Date"), by CMF Cannon L.L.C., a Delaware limited liability company (the "Declarant").

WHEREAS, pursuant to the Deed recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware (the "Recorder's Office") at Deed Book __, Page __, Declarant is the legal and equitable owner of those certain lots, pieces or parcels of land bounded and described on **Exhibit "A"**, attached hereto and made a part hereof (the "Property"), being a portion of the real property shown and identified on the Final Subdivision Plat for Channel Pointe prepared by George, Miles & Buhr, LLC Architects & Engineering, dated, last revised on, said plan being recorded in the Recorder's Office at Plat Book __, Page __, as such Plat may be subsequently supplemented or amended from time to time (collectively, as supplemented and amended, the "Master Plan"); which Property is currently designated for the construction of a residential community to be known as "Channel Pointe" on the Lots (defined below); and open spaces, storm water management areas, recreational facilities, and improvements and other amenities (collectively, with all the Lots, the "Project"); and

WHEREAS, Declarant desires to control and restrict both the construction of original structures and improvements on the Property as generally depicted on the Master Plan, as well as any modification to the original residential dwellings and other improvements that shall be built in accordance with and subject to the terms and conditions of those certain design guidelines and procedures, as the same may be established and amended from time to time by the ARC (defined in Section 6.1 below) (the "Design Guidelines"), together with the use to which all dwellings, structures, and improvements in the Project, as more fully described below, are put so as to promote and facilitate the development of a healthful, safe, harmonious, attractive and valuable residential community and for the preservation of the values and amenities in the Project. Towards this end, Declarant desires to subject the Property and Project to certain covenants, restrictions and agreements as hereinafter more particularly set forth, all of which Declarant deems to be for the benefit of the Declarant, and each Owner and their respective heirs, personal representatives, successors, assigns, and transferees.

WITNESSETH:

NOW, THEREFORE, Declarant hereby declares that the Property and Project shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and Project and be binding on all parties having any right, title or interest in all or any portion of the Property and Project, as the Project may be modified from time to time in accordance with Article II hereof, their heirs, personal representatives, successors, transferees and

assigns, and which shall inure to the benefit of the Declarant, Association (as defined below) and each Owner and their respective heirs, personal representatives, successors, transferees and assigns.

ARTICLE I DEFINITIONS

1.1. “Association” shall mean and refer to the Channel Pointe Property Owners Association, Inc., a non-stock Delaware corporation, its successors and/or assigns (the “Association”), which shall manage the Project infrastructure including, but not limited to the streets, storm water management areas and all common space areas (the “Association Property”).

1.2. “Association Documents” shall mean the Articles of Incorporation and By-Laws of the Association, as amended.

1.3. “Association Member” shall mean every person, group of persons, limited liability company, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot that is part of the Property.

1.4. “Association Property” shall mean all areas of the Property and Project, other than and expressly excluding the Lots, as more particularly bounded and described on Exhibit “A” attached hereto and made a part hereof, together with any and all improvements and Facilities located thereon (and excluding the Lots as they may be added or reconfigured from time to time in accordance with Article II hereof).

1.5. “Property Rules and Regulations” shall mean and refer to the rules and regulations promulgated from time to time by the Association pursuant to Section 7.6 of this Declaration and any amendments or supplements thereto.

1.6. “Common Expenses” shall mean and refer to the actual and estimated expenses of operating the Association, including, without limitation, a reasonable reserve and expenses for the maintenance, repair and/or replacement of the Association Property in accordance with Article IX hereof and all annual and special assessments found to be necessary or appropriate by the Board in accordance with Article V hereof, and such other costs and expenses as may be found to be necessary or appropriate by the Board of Directors of the Association (the “Board”) pursuant to this Declaration and the Bylaws and Certificate of Incorporation of the Association.

1.7. “Community-Wide Standard” shall mean the standard of conduct, maintenance or other activity generally prevailing in connection with the Association Property. Such standard may be more specifically determined and set forth by the Board.

1.8. “Declarant” shall be CMF Cannon L.L.C., a Delaware limited liability company, its successors and assigns, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successors or assigns by an instrument in writing.

1.9. “Declarant Control Period” shall mean the period beginning on the date of this Declaration and ending on the earliest of (a) sixty (60) days after conveyance of seventy-five

percent (75%) of the Lots that may be created on the Property to Owners other than the Declarant or a Participating Builder, or (b) two (2) years after Declarant and all Participating Builders have ceased to offer Lots for residential purposes for sale in the ordinary course of business, or (c) two (2) years after the Declarant's right to add more Lots for residential purposes on the Property was last exercised.

1.10. "Development Plans" shall mean and refer collectively to the approved site plan and plats for the Property and Project, including the Master Plan, as well as any and all amendments, modifications and extensions thereof as may be made from time to time.

1.11. "Director" shall mean each individual who is a member of the Board of Directors of the Association.

1.12. "DUCIOA" shall mean the Delaware Uniform Common Interest Ownership Act, 25 Del. C. § 81-101 et seq., as amended from time to time.

1.13. "Eligible Mortgage Holder" shall mean a holder, insurer or guarantor of a First Mortgage on a Lot or the Association Property, as applicable, who has submitted a written request for notice from the Association of amendments to this Declaration or the Association Documents, or other significant matters which would affect the interests of the Mortgagee.

1.14. "Emergency" and its various derivations shall mean any event, circumstance or condition created or arising out of the use, operation, or occupancy of any portion of the Property or Project, including, but not limited to, any Lot or the Association Property, which may, in the absence of immediate action by the Declarant, an Owner, or the Association, as applicable, and as otherwise provided under this Declaration (i) pose an immediate threat or irreparable harm to the Declarant, the Association, or any Owner or Association Member, or their respective successors, assigns, tenants, subtenants, agents, officers, directors, employees, agents, contractors, customers, visitors, licensees, invitees, guests, members and concessionaires or other third party or (ii) pose an immediate threat or irreparable harm or significant property damage to any portion of the Property or Project (including, but not limited to, any Lot, the Association Property) or to any property adjacent to the Property or Project or (iii) violate or result in the revocation of any or all authorizations, approvals, certificates or permits or other instruments or documents that are issued by and from any local, county, state or federal agency or body which govern the occupancy, use and operation of the Property or Project (including, but not limited to, any Lot, or Association Property) or (iv) invoke, create or impose civil or criminal liability upon the Declarant, the Association or any Owner or Association Member by any governmental authority or third parties as a result of the acts or omissions of the Declarant, the Association or any Owner or Association Member or (v) as reasonably determined by Declarant.

1.15. "Facilities" shall mean any and all improvements, structures and facilities or other betterments, including, by way of illustration and not limitation, (i) private and public streets, parking areas, sidewalks, active and passive recreational facilities (including, but not limited to, to the extent included in the Development Plans, any trails and walkways, marina, kayak launch, pickleball courts, bocce ball court, pool house and pool facilities), any Irrigation Facilities, entrance features or improvements, and street lighting, (ii) any and all storm water management facilities and utility services (including, but not limited to, any private community sewer system)

to the extent that Sussex County, Delaware, or any other governmental agency or third party does not assume responsibility for the maintenance, repair and replacement of the storm water management facilities, including, without limitation, drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, whether such storm water management facilities are located within the Property or not, (iii) any rights-of-way, swales, culvert pipes, entry strips, signage, and entrance features or improvements that are situated within or that are appurtenant to and serve the Property, including, without limitation, any landscaping and other flora and improvements situated thereon, and (iv) any other real and personal property, facilities and equipment.

1.16. “Irrigation Facilities” shall mean and refer to any above or below ground infrastructure (including but not limited to wells, equipment, improvements, apparatus, pipes, conduits and sprinkler heads) installed by the Declarant and designed and intended to be used for the purpose of watering the landscaping located on the Property, including, but not limited to, trees, shrubs, lawns, and other vegetation located on the Lots as applicable.

1.17. “Lawn Area” shall mean and refer to any portion of the front, side or rear (if applicable) yard areas of any Lot that contains grass, shrubs, bushes, trees or other planted materials; provided, however, that any portion of a Lot which is enclosed by a wall, fence or other obstruction and which is not readily accessible to the Association as determined by the Board shall not be considered a Lawn Area.

1.18. “Laws” shall mean all statutes, laws, rules, regulations, ordinances and similar enactments or promulgations, by and from any local, county, state or federal agency or body, including, but not limited to, environmental laws and regulations and applicable zoning, subdivision, health and building codes and any and all authorizations, approvals, certificates or permits or other instruments or documents that are issued by and from any local, county, state or federal agency or body which govern the ownership, occupancy, use, or operation (including, but not limited to, any maintenance, repair and or replacement) of all or any portion of the Property or Project, including, but not limited to, the Lots or Association Property.

1.19. “Lot” shall mean any one of, and “Lots” shall mean more than one of, the residential dwelling lots in Channel Pointe initially consisting of ten (10) residential dwelling lots in Phase 1, currently approved for seventy (70) residential dwelling lots, and to consist of up to an aggregate maximum in all phases and any Expansion Area of one hundred (100) residential dwelling lots, as such Lots are established from time to time; and shall not include the Association Property, any property dedicated for public use, or other areas of the Property or Project.

1.20. “Mortgagee” shall mean the holder of any recorded mortgage encumbering one or more of the Lots or all or any portion of the Association Property. “Mortgage,” as used herein, shall mean any mortgage held by a Mortgagee. “First Mortgage,” as used herein, shall mean a Mortgage with priority over all other Mortgages. As used in this Declaration, the term “Mortgagee” shall mean any Mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term “institutional mortgagee” or “institutional holder” shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association (“FNMA”), Government National Mortgage Association

("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot or all or any portion of the Association Property. In the event any Mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Department of Veterans Affairs ("VA"), then as to such mortgage the expressions "Mortgagee" and "institutional mortgagee" include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commission and the Secretary of Veterans Affairs or through other duly authorized agents.

1.21. "Owner" shall mean and refer to the record owner, whether one or more persons, group of persons, association, corporation, limited liability company, partnership, trust or other legal entity, or any combination thereof, of fee simple title to any Lot, including the Declarant, but specifically excluding those having such interest merely as security for the performance of an obligation.

1.22. "Participating Builder" refers to a person or entity other than the Declarant that, in the ordinary course of such person's or entity's business, constructs residential structures on any portion of the Property or Project, including, but not limited to, the Lots, for sale or lease to others, and by way of illustration and not limitation, Schell Brothers, L.L.C., and any such builder designated by the Declarant.

1.23. "Project" as used in this Declaration shall mean and refer to the residential community, together with the improvements erected and maintained thereon, to be known as "Channel Pointe" consisting of the Lots and Association Property and all Facilities located on any of the foregoing, all to be built on the Property.

1.24. "Property" shall mean and refer to that certain real property described on Exhibit "A" attached hereto and made a part hereof, and if Declarant so chooses to expand the scope of the Project, all of or any portion of the additional real property described in Exhibit "B" attached hereto as a part hereof, that are subjected to this Declaration from time to time by Declarant pursuant to any amendments to this Declaration (the "Expansion Property").

1.25. "Recorder's Office" shall mean and refer to the Office of the Recorder of Deeds in and for Sussex County, Delaware.

1.26. "Utilities" shall mean Artesian Water Company, Inc., Sussex County, Delaware Electric Cooperative, Inc. and Delmarva Power, their successors in interest, or such other entities that are or may become responsible for collecting, treating and disposing of sanitary sewer wastewater from, or delivering electricity, water or natural gas to, Lots or Association Property and improved areas within the Property.

ARTICLE II

DECLARANT'S RIGHT TO SUBJECT PROPERTY TO DECLARATION

2.1. Property Subject to this Declaration. The Property shall be a planned community with the name of "Channel Pointe" that is held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to all of the covenants, conditions and restrictions of this Declaration.

2.2. Special Declarant Rights.

(a) The Declarant reserves the following rights for the period from the date of this Declaration through the date thirty (30) years thereafter, which rights Declarant hereby assigns to each Participating Builder (individually and collectively, the “Special Declarant Rights”):

(1) The right to complete or make improvements indicated on the Development Plans;

(2) the right to maintain sales offices, management offices, storage sheds/trailers, and models on Lots or on the Association Property, to the extent described in the following table:

	NUMBER	SIZE	LOCATION
Model Homes	Five per each Participating Builder	Per home plan prepared by applicable Participating Builder	On Lot designated by Declarant
Construction Management Offices	One per each Participating Builder	Trailer of a size determined by Participating Builder	On Lot or on the portions of the Association Property designated by Declarant
Storage Sheds/ Trailers	Two per each Participating Builder	Trailer/shed of a size determined by Participating Builder	On Lot or on the portions of the Association Property designated by Declarant
Sales Offices	One per each Participating Builder	Determined by Participating Builder	Within Model Home, or if no Model Home has been constructed by a Participating Builder, then in a trailer of a size determined by Participating Builder at a location designated by Declarant

provided that Declarant may relocate any such facility located on a Lot to any other Lot on the Property acceptable to the applicable Participating Builder from time-to-time;

(3) the right to maintain signs on the Property to advertise the sales of homes as follows: (i) two marketing signs per Participating Builder with a size of up to 8 feet by 12 feet in the portion of the Open Space and/or lands reserved for future phases (as

shown on the Master Plan), (ii) a sign in front of each Participating Builder's model home with a size of up to 24 inches by 18 inches, a brochure box and sign on each Lot available for sale with a size of up to 24 inches by 18 inches, and (iii) other signs on Lots deemed necessary by a Participating Builder; and

(4) the right to conduct sales business and construction activities on the Property; and

(5) the right to use and permit others to use, easements through the Association Property as may reasonably necessary for the purpose of discharging the Declarant's and Participating Builders' obligations under DUCIOA and this Declaration.

2.3. Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by Declarant, any Special Declarant Rights may be exercised by the Declarant or any Participating Builder as assignee thereof for the period of time specified in DUCIOA.

2.4. Development Rights. Declarant reserves the right to further create additional and/or modify Lots and Association Property after the date of this Declaration through the date twenty-five (25) years thereafter, and in the portions of the Expansion Property now or hereafter known as Channel Pointe, all Phases, and additional phases and subphases to be determined, so that up to a maximum number of one hundred (100) Lots may be created on the Property and the Expansion Property.

ARTICLE III ASSOCIATION PROPERTY RIGHTS

3.1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement (in common with others entitled thereto) of enjoyment in and to the use of the Association Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable and uniform admission and other fees and assessments for the use of the Association Property.

(b) The right of the Association to suspend an Owner's privileges and rights to use the Association Property and/or services provided to Owners (other than the right of an Owner to vote on any matter submitted to a vote of Owners) (i) for any period during which any assessment against such Owner's Lot remains unpaid and (ii), after notice and an opportunity for a hearing, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided, however, that the obligation of such Owner to pay assessments shall continue unabated during such period of suspension of voting rights or right to utilize the Association Property.

(c) The right of the Association to dedicate, sell or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association Members. No such dedication, sale or transfer shall be effective without the consent of eighty percent (80%) of the total votes of

the Association Members and eighty percent (80%) of the votes allocated to Owners other than the Declarant. Notwithstanding anything contained herein to the contrary, the Declarant shall retain control of the Association Property until such time as the Declarant or a Participating Builder has completed all improvements thereon, or until the end of the Declarant Control Period, whichever occurs later. Such transfer shall be evidenced by a deed to be recorded in the Recorder's Office and the Association shall not refuse to accept the conveyance of any such Association Property, provided the Association Property complies with all applicable Laws. Declarant shall have a limited irrevocable power of attorney coupled with an interest to consummate any such transfer to the extent necessary pursuant to Article II, Section 12.13 below.

(d) The right of the Association to establish uniform rules and regulations pertaining to the use of the Association Property.

(e) The right of the Association to provide for the exclusive use by specified Owners of certain designated parking spaces within the Association Property.

(f) The right of the Association, in accordance with its Certificate of Incorporation and Bylaws, and with the consent of the Declarant (for so long as the Declarant shall own any portion of the Property) and two-thirds (2/3) of the total votes of the Association Members, to borrow money for the purpose of improving the Association Property in a manner designed to promote the enjoyment and welfare of the Association Members and in aid thereof to mortgage any portion of the Association Property.

(g) The right of the Association to take such steps as are reasonably necessary to protect the Association Property against mortgage default and foreclosures; provided, however, that such steps are in conformity with the other provisions of this Declaration.

(h) The right of the Association, acting by and through the Board, to grant easements, licenses or other rights of use of the Association Property to persons or entities that are not Association Members for such consideration and on such terms and conditions as the Board may from time to time consider appropriate or in the best interest of the Association.

(i) The right of the Association to be the lessee of any portion or all of the Association Property and the right of the Association to enforce the terms of the lease with respect to the Association Property against such property and the Owners and their guests, visitors, licensees, invitees, or lessees.

(j) The right of the Association, acting by and through the Board, to transfer or convey portions of the Association Property for purposes of adjusting the boundary lines of one or more Lots or the Association Property; provided, however, that such transfer or conveyance has been approved, as necessary, by applicable local governmental authorities or agencies, or is otherwise in conformance with applicable Laws.

3.2. Limitations. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no right to suspend the right of any Association Member to use the Association Property for necessary, ordinary and reasonable vehicular and pedestrian ingress and egress to and from such Owner's Lot, or to suspend any easement, license or other property interest over the Association Property for storm water drainage, electrical energy, water,

sanitary sewer, natural gas, telephones, or similar services or utilities to the Lots. The Association Property will be available for the type of active and passive recreational and open space uses contemplated under the Development Plans and the Laws. All Owners shall have the non-exclusive right (in common with others entitled thereto) to access and make reasonable use of the Association Property as described in the approved Development Plans and the Laws both before and after they are conveyed to the Association, with the exception of those areas as may be reasonably and necessarily restricted for access because of temporary safety reasons in connection with the development of the Property or Project, subject to the terms and provisions of this Declaration. In addition, the rights of the Association, as provided above, are subject to the right of the Declarant, as more fully set forth in Section 8.1 of this Declaration, to grant easements, to utilize reserved rights and easements, and to otherwise utilize the Association Property as it deems appropriate in connection with the development of the Property and Project.

3.3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws and rules and regulations of the Association, such Owner's right of enjoyment to the Association Property to such Owner's family members, guests, visitors, licensees, invitees, or lessees.

ARTICLE IV ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1. Association Membership. Every Owner of a Lot shall be a member of the Association provided, however, that any such person or group of persons, association, corporation, limited liability company, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Member solely on account of such interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.2. Association Voting Rights. (a) At all meetings of the Association the Owners of each Lot shall be entitled collectively to cast such vote or votes as provided for by the Certificate of Incorporation for the Association and the Bylaws of the Association, which vote or votes may be cast in person or proxy. Owners shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership.

(b) When more than one (1) person or entity are Owners of any Lot, all such persons and entities shall be Association members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one (1) of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Lot. If more than one (1) of the Owners of a Lot is present at a meeting of the Association, and any one of multiple Owners of a Lot casts a vote allocated to such Lot without protest being made promptly to the person presiding over the meeting, then there shall be deemed to be majority agreement of the Owners. Additionally, with respect to Lots that have multiple Owners, the vote of a person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary of the Association as entitled to enter the vote of such Lot shall be deemed to be a vote by majority Agreement of the Owners. Such certificate shall be valid until revoked by a subsequent certificate.

(c) Whenever the approval or disapproval of an Owner is required by DUCIOA, this Declaration or the Bylaws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Lot at any meeting of the Association.

(d) Except where a greater number is required by DUCIOA or the Bylaws, a majority of the votes cast in person, by proxy or by ballot at a meeting of Owners where a quorum is present shall determine the outcome of any action of the Association where a vote is taken so long as the number of votes cast in favor comprise at least a majority of the number of votes required for a quorum for that meeting. Votes allocated to a parcel or Lot owned by the Association may not be cast and shall not be calculated either in a quorum or in any percentage of votes needed for any actions by the Owners.

4.3. Proxies. Each Association Member entitled to vote shall, at every meeting of the members, be entitled to vote in person or by proxy, in writing and signed by such member, but no proxy shall be voted after one (1) year from its date, unless it specifically provides for a longer period. Every proxy shall be revocable, at any time, and shall automatically cease upon conveyance of the Lot. Such right to vote shall be subject to the right of the Board to close the transfer books or to fix a record date for voting members as hereinafter provided and if the Board shall not have exercised such right, no vote shall be cast at any election for members of the Board by anyone who shall have accepted membership in the Association within ten (10) days of such election. Only one (1) Association Member vote shall be cast with respect to each Lot. In the event that members who hold title to any Lot either by the entirety, or as joint tenants, or as tenants in common, attempt to cast the vote for such Lot in conflicting ways, such vote shall be recorded as a fractional vote.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

5.1. Creation of the Lien and Personal Obligation for Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board to be commenced at the time and in the manner set forth in this Article V. Subject to Section 5.6 hereof, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments and (ii) special assessments. The annual and special assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien pursuant to DUCIOA § 81-316 upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a prior Owner's successors in title unless expressly assumed by such successors.

5.2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to (i) promote the recreation, health, safety, and welfare of the residents in the Project; (ii) for the improvement, maintenance, repair, and replacement of the Association Property (including

without limitation the Facilities and all cemeteries); (iii) for the payment of real estate taxes, assessments and utility services for the Association Property; and (iv) for management fees, administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies and charges accruing under any cross-easement or other agreement (including, without limitation, any such agreement for the maintenance of any Association Property). The assessments may also be used for the maintenance, repair and replacement of any property or facilities serving or appurtenant to the Project which the Association is obligated or elects to maintain whether or not such property or facilities are owned by the Association or are located within the Project including, without limitation, any property or facilities which the Association is authorized to maintain pursuant to this Declaration; for grass cutting of each Lawn Area on a Lot; and other maintenance approved by the Board from time to time, if any, to any Lawn Area on a Lot.

(b) Without limiting Section 5.2(a) above, the assessments levied by the Association with respect to the Association Property shall also be used for maintenance, repair and replacement (including reserves) of any and all storm water management facilities to the extent that they are part of the Association Property and Sussex County, Delaware does not assume responsibility for the maintenance, repair and replacement of the storm water management facilities, including, without limitation, drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, whether such storm water management facilities are located within the Project or not, as long as such storm water management facilities are designed to benefit or serve any portion of the Project, or are required or intended to be maintained by the Association pursuant to any easement, agreement or the direction of any governmental authority or agency. The Association shall not refuse to accept the conveyance of any such facilities from the Declarant. Such storm water management facilities may also benefit property not within the jurisdiction of the Association and the maintenance of such facilities may be set forth in a cross-easement or other agreement, in which event the Association shall maintain the facilities pursuant to such agreement.

5.3. Annual Assessments; Budgets.

(a) After the first assessment has been made by the Association, assessments must be made annually at an amount sufficient to meet the Common Expenses of the Association. Without limiting the generality of the foregoing, the Association shall, at all times, levy and collect annual assessments in sufficient amounts to (i) maintain the Association Property in accordance with sound property and facility management standards, (ii) establish necessary reserves for the future repair and replacement of any capital improvements compromising the Association Property, (iii) maintain Lawn Area on any Lot, and (iv) provide uniform refuse and trash collection. Such annual assessments shall be based on the budget adopted and ratified annually by the Association as provided in Section 5.3(b) of this Declaration. Upon resolution of the Board, installments of annual assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. Any Owner may prepay one or more installments of any annual assessment levied by the Association without premium or penalty.

(b) The Board shall prepare a proposed budget of the Association at least sixty (60) days before the beginning of each fiscal year which shall be the calendar year and

set a date for a meeting of the Association. After the termination of the Declarant Control Period, the Board shall cause a summary of the proposed budget, and the amount of the assessments to be levied against each Lot for the following year, along with notice of the meeting of the Association Members to consider ratification of the budget not less than fourteen (14) or more than sixty (60) days after providing such summary, to be delivered to each Owner within thirty (30) days after adoption of the proposed budget. Unless at such meeting a majority of all Owners reject the proposed budget, such proposal budget is ratified as the budget for such fiscal year, whether or not a quorum is present at such meeting of the Association. Notwithstanding the foregoing, however, in the event that a majority of the membership disapproves the budget or the Board fails for any reason to determine the budget for any fiscal year of the Association, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding fiscal year shall continue for the succeeding fiscal year.

5.4. Working Capital Contributions; Assessments Upon Conveyances. The Declarant shall establish a working capital fund for the initial and ongoing operation of the Association. Such working capital fund shall be funded by a one-time assessment of One Thousand Five Hundred Dollars (\$1,500.00), and shall be payable by the initial purchaser of each Lot from the Participating Builder at the earlier of settlement or occupancy of such Lot, and thereafter by all subsequent purchasers of the Lot for value upon settlement of each sale and conveyance of the Lot. All such working capital funds arising from the foregoing assessments upon each conveyance of a Lot may be expressly used by the Association towards the Common Expenses and to make up any budget deficits. If any annual budget deficit (defined as actual annual Association expenses exceeding Association income adjusted upwards by the amount of any annual assessments that are due and payable from Owners but remain delinquent and unpaid at the end of the applicable fiscal year) remains at the end of the Association's fiscal year for which a budget was approved by the Board during the Declarant Control Period only, after the application of all such working capital funds towards such deficit as provided above, then the Declarant may, but shall not be required, to make a nonrefundable capital contribution to the working capital fund of the Association in the amount of such remaining budget deficit. Any such capital contribution may be treated as an advance against any future assessments due from the Declarant or a loan, in the Declarant's sole discretion.

5.5. Special Assessments, Budget Amendments.

(a) In addition to the annual assessments authorized by this Article, the Association may levy, in any assessment year, a special assessment or special assessments applicable to that year only for such purposes as the Board may deem appropriate, including, without limitation, for purposes of funding, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located upon the Association Property and all fixtures and personal property related thereto, and to meet unforeseen or special expenditures as well as any budget deficit. Any such assessment shall require ratification by Association Members under the procedures described in Section 5.3(b) of this Declaration, except that if the Board by unanimous vote determines that any special assessment is required because of conditions which, if not corrected, could constitute an Emergency or reasonably result in a threat to the health or safety of the Association Members or a significant risk of damage to the Association Property, then such special assessment may be approved by the Board without the foregoing vote of the Association Members and may be effective immediately if (i) notice of the

emergency assessment is promptly provide to all Owners and (ii) the Board spends the funds paid on account of the emergency assessment solely for the purposes described in the Board vote.

(b) The Association may also levy a special assessment against any Owner to reimburse the Association for costs incurred in bringing the Owner and/or such Owner's Lot into compliance with the provisions of this Declaration, or the Association Documents and rules and regulations of the Association, or any applicable Laws; provided, that such special assessment may only be levied upon the affirmative vote of a majority of the Board, after notice and an opportunity for a hearing has been provided to the Owner.

(c) Any amendment to a previously approved budget may be approved under the procedures described in Section 5.3(b) of this Declaration; provided, however, that after termination of the Declarant Control Period any amendment to a budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof that (i) would result in an increase in the Common Expenses of the Association in excess of fifteen percent (15%) of the budgeted amount for Common Expenses set forth in the budget for the immediately preceding fiscal year (including any increase in Common Expenses adopted in the budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof), excluding however, any increases attributable to snow removal and other seasonal related expenses which are dictated by weather related factors, cost of utilities, and insurance, or (ii) would result in an increase in the annual assessments payable by the Association Members in excess of thirty percent (30%) of the budgeted amount for annual assessments set forth in the budget for the immediately preceding fiscal year (including any increase in assessments adopted in the budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof), shall be approved by the affirmative vote of Association Members entitled to cast not less than sixty-seven percent (67%) of the votes of Association Members present, in person or by proxy, and voting at any meeting of the Association duly called for this purpose.

5.6. Lot Only Assessment. Despite any provision of this Declaration to the contrary, and regardless of the ownership of such Lot, any Owner of an empty Lot (including but not limited to a Participating Builder) that does not have a home constructed on said Lot, upon the commencement of annual assessments pursuant to Section 5.9 hereof, shall be subject to an annual "Lot-Only Assessment" in the amount of Seventy-Five dollars (\$75.00) per year until the earlier of (i) sixty (60) days after the date a Certificate of Occupancy has been issued for a home on the Lot, or (ii) the date of transfer of the Lot with the newly constructed home to a purchaser; thereafter such Lot shall be subject to assessments pursuant to Section 5.9 hereof. The Lot-Only Assessment hereby imposed shall be in lieu of the regular, annual assessment imposed by this Declaration, shall be due in advance and paid annually at the start of the fiscal year or prorated for Lots annexed after the start of the fiscal year. All other assessment amounts or charges imposed in accordance with this Declaration or other governing document of the Association shall continue to be the obligation of all Owners, including purchasers of an empty Lot who are subject to a Lot-Only Assessment in accordance with this Section 5.6.

5.7. Notice and Quorum. Written notice of any meeting called for the purpose of establishing a special assessment or budget amendment in accordance with Section 5.5 hereof or to approve a budget increase or Special Action in accordance with Section 5.3 or Section 5.13 hereof, shall be sent to all Association Members not less than ten (10) days nor more than sixty

(60) days in advance of such meeting in accordance with the Bylaws of the Association. At the first such meeting called, the presence of Association Members or of proxies entitled to cast fifty percent (50%) of the votes of Association Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting. Notwithstanding any contrary provision in this Declaration, quorum requirements for nomination and election of the first Board consisting of Owners shall be duly satisfied if the meeting is properly noticed in conformance with the provisions of the Bylaws and the Certificate of Incorporation of the Association.

5.8. Uniform Rate of Assessment.

(a) Except as otherwise provided in this Declaration, annual and special assessments and Lot-Only Assessments must be fixed at a uniform rate for all Lots, and may be collected in advance on a monthly or quarterly installment basis in the case of annual assessments, and on a monthly, or quarterly, semi-annual, or annual basis, as to other assessments as may be determined by the Board.

(b) In the event that the actions or activities of any Owner causes or results in increased expenses for the Association, the Board may assess such increase in expenses against the Owner and such Owner's Lot, after notice to such Owner and an opportunity for a hearing. For example, and for purposes of illustration only, the Board may assess the amount of any insurance deductible paid by the Association against any Owner and such Owner's Lot if the Association is required to pay such deductible as a result of the misuse or neglect of the Owner. Such assessment shall be a lien against the Owner's Lot and shall be payable and collectible in the same manner as any other assessments required to be paid to the Association; provided, however, that the Declarant shall not be subject to any assessment based on this Section 5.8(b).

5.9. Date of Commencement of Annual Assessments; Due Dates; Lien Docket.

Subject to Section 5.6 hereof, the annual assessments provided for herein shall commence and be payable as to each Lot upon the earlier of (i) sixty (60) days after the date a Certificate of Occupancy has been issued for a home on the Lot, or (ii) the date of transfer of the Lot with the newly constructed home to the initial purchaser of each Lot from the Participating Builder. The first annual assessment for each Lot shall be adjusted according to the number of months remaining in the calendar year. The Board shall make reasonable efforts to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Annual assessments shall be payable in monthly or quarterly installments on due dates that are established by the Board. The Association shall keep an assessment lien docket (the "Docket") at the registered office of the Association, which, at the date of recording hereof, is at the Channel Pointe Property Owners Association, Inc., as shown in the Certificate of Incorporation, or such other location as the Association may determine from time to time. Immediately upon an assessment becoming delinquent as herein above provided, the Treasurer of the Association or the Treasurer's designee shall cause an entry thereof to be made in the Docket, which entry shall disclose the date the entry is made, the names of the Owners of the Lot as shown in the Association's records, the number of the Lot, the amount of the delinquent assessment, and the due date and the assessment period of

the delinquent assessment. The Association may also record in the Recorder's Office a statement of lien that contains the information entered into the Docket with respect to such assessment, along with the amount paid for recording the statement and required to be paid for a termination thereof and the signature and notarized statement of an officer of the Association that the amount described in the statement of lien is correct and due and owing. Upon written request of any Owner or any attorney-at-law who certifies to the Association that such person represents an Owner of a Lot, or a prospective purchaser of a Lot or a mortgagee thereof, the Treasurer or the Treasurer's designee shall certify within ten (10) business days after receipt of such request to the inquiring Owner, attorney-at-law, prospective purchaser, or mortgagee as to the assessment status of the Lot that is the subject of the inquiry, in a written statement in form recordable in the Recorder's Office stating:

(a) Whether the current assessment(s) is paid; and/or

(b) If there are any delinquent assessments or late fees, interest or costs, all of the information entered in the Docket with respect to the Lot which is the subject of the inquiry, together with the per diem interest thereon, to be computed on each delinquent assessment from its respective due date to the date of receipt by the Association of payment thereof in full. Upon receipt by the Association of payment of any delinquent assessment, with late fees, interest and costs, if applicable, as herein above provided, the Treasurer or his designee shall enter in the Docket the date and amount of the payment received, together with the notation "Paid in Full" and, if a statement of lien was recorded in the Recorder's Office with respect to such assessment, provide a termination of such statement in recordable form. A properly executed certificate of the Association setting forth the status of assessments on a Lot shall be binding on the Association as of the date of its issuance.

5.10. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at a rate determined by the Board, up to the lesser of eighteen percent (18%) per annum or the maximum rate of interest permitted under the laws of the State of Delaware. The Association may also charge a reasonable late fee, not to exceed any limit established under applicable Laws, against any Owner (and/or such Owner's Lot) who is more than fifteen (15) days delinquent in the payment of any assessment. Additionally, the entire balance of the unpaid annual assessments for the remainder of the fiscal year may be accelerated at the option of the Board and be declared due, payable and collectible in the same manner as the delinquent portion of such annual assessment. By an Owner's acceptance of title to any Lot, each Owner shall be held to vest in the Association 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 Association, necessary or advisable for the collection of such assessments. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Property or abandonment of such Owner's Lot. The Owner shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred in connection with the collection of assessments if not paid when due. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any and all rights, remedies, or recourses as may be available to the Association pursuant to DUCIOA or otherwise for non-payment of assessments.

5.11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except for liens or claims for a pro-rata share of such assessments resulting from a pro-rata reallocation of such assessments to all Lots, including the mortgaged Lot. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment. Except where an Emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of, the Association Property, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Board and by the affirmative vote of Association Members entitled to cast not less than sixty-seven percent (67%) of the votes of all Association Members present, in person or by proxy, and voting at a meeting of the Association duly called for this purpose.

5.12. Reserve Fund Budget and Contribution. The Board shall annually consider and prepare, as applicable, a reserve fund budget which shall take into account the number and nature of the replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board shall set the required reserve fund contribution in an amount sufficient to meet the projected reserve needs of the Association, as shown on the reserve fund budget, with respect both to amount and timing by the imposition of annual assessments over the period of the budget. The reserve fund contribution shall be fixed by the Board and included within the budget and assessment, as provided in Section 5.3. Such reserve fund contribution shall be payable as part of the general annual assessment, applicable to all Lots (except as otherwise provided in Section 5.6), to the extent such reserve fund will be utilized to replace assets which are determined by the Board to benefit substantially all Owners. Reserves may also be maintained for operating contingencies and insurance deductibles. A separate, interest-bearing reserve fund account shall be established and maintained by the Association. All reserve funds shall be expended only for the purposes collected. A copy of the reserve fund budget shall be distributed to each Owner in the same manner as the operating budget.

5.13. Special Actions. Any provision of this Declaration or the Association Documents to the contrary notwithstanding, after termination of the Declarant Control Period, the Board shall not be authorized to take any "Special Actions" (as defined below) without the affirmative vote of Association Members entitled to cast not less than sixty-seven percent (67%) of the votes of all the Association Members present, in person or by proxy, and voting at a meeting of the Association duly called for this purpose. As used herein, the term "Special Actions" shall mean any and all actions taken by or on behalf of the Association, including, without limitation, commencing or maintaining any litigation, arbitration or similar proceeding, which would reasonably require the expenditure of funds in excess of Ten Thousand Dollars (\$10,000.00) in the aggregate during any fiscal year of the Association; provided, however, that the term "Special Actions" shall not be deemed to include (i) routine assessment collection actions under Article V of this Declaration, (ii) routine actions required to enforce the architectural controls set forth in Article VI of this Declaration, use restrictions set forth in Article VII of this Declaration, or any rules and regulations of the Association adopted by the Board, or (iii) any expenditure made by

the Association in accordance with any budget or budget amendment duly adopted in accordance with Article V of this Declaration, or (iv) any special assessment duly adopted in accordance with Article V of this Declaration. Each planned expenditure of more than Ten Thousand Dollars (\$10,000.00) shall require the prior approval of the Association Members in accordance with this Section. Any meeting of the Association held to approve any Special Actions under this Section shall be subject to the notice and quorum requirements set forth in Article V, Section 5.7 of this Declaration. The Association shall not borrow against or encumber any portion of the Association Property nor use any funds from reserves of the Association to pay for such Special Actions, but the same shall be paid from and limited to the amounts provided in the annual budget for such expenditures for the fiscal year and shall be raised by special assessment levied against the Association Members for such purpose. If such Special Actions are not concluded within one (1) year of the date of such resolution, the continued prosecution of such Special Actions beyond such period must be reaffirmed annually at a special meeting held for such purpose by the percentage vote of the Association as was required to adopt the original resolution. If the continued prosecution of such Special Actions are not reaffirmed, the Special Actions shall be discontinued and the Association shall have no further authority to act as the attorney-in-fact for the Association in the further prosecution or defense of such Special Actions but may, with the affirmative vote of Association Members entitled to cast not less than sixty-seven percent (67%) of the votes of all Association Members present, in person by proxy, and voting at a meeting of the Association duly called for this purpose, act as its attorney-in-fact with respect to any settlement or compromise of such Special Actions; provided the same is completed within six (6) months thereafter. If the Association Members, by resolution approved in accordance with this Section, authorizes the Association to initiate any Special Actions, then the decisions relating to the conduct of the Special Actions shall be made by the Association and its legal counsel, consultants and others engaged or retained by the Association for such purposes. Any Special Action or other action shall comply in all respects with DUCIOA § 81-321.

ARTICLE VI ARCHITECTURAL CONTROL

6.1. General Provisions. In order to encourage harmonious architectural design and to protect the visual integrity, architectural spirit and long-term property values of the Lots and Association Property, the Declarant has established the Channel Pointe Architectural Review and Design Committee (the "ARC"). Subject to Article XIII hereof, no dwelling, structure, improvement, landscaping or other man-made object, including, but not limited to, buildings, tennis courts, basketball courts, children's' recreation equipment or other recreational or sporting facilities, decks, patios, porches, pool houses, below ground swimming pools, greenhouses, tool sheds, ponds, gardens, driveways, paved areas, satellite dishes, radio antennas, communications equipment or facilities, fences, walls, together with all forms or types of landscaping located on any portion of the Lots or Association Property (collectively, the "Improvements") shall be designed, constructed, maintained, altered, extended, added to, removed or otherwise modified without the express written consent and approval of the ARC. In addition and subject to Article XIII hereof, no Improvements, once approved by the ARC shall be altered, extended, added to, removed or otherwise modified, nor shall any additional structures of any nature be erected, used or maintained nor shall any exterior change or alteration be made (including, but not limited to, exterior facade color changes or change in grade or drainage) to the Improvements except in accordance with any Design Guidelines adopted by the ARC from time to time and this

Declaration, as applicable. Notwithstanding the foregoing and anything contained herein to the contrary, any Improvements marketed or sold by Declarant or by a Participating Builder or their respective assignees shall be deemed to have complied with any Design Guidelines adopted by the ARC and are presumed to have been pre-approved by the Declarant and the ARC, without the need or obligation to obtain any approvals or authorizations from either the Declarant or the ARC (the "Pre-Approval").

6.2. Design Committee. The Declarant has established the ARC which shall consist of three (3) members. The Declarant shall appoint the initial three (3) members during the first five (5) years that the ARC is in existence. Thereafter or at such earlier time that the Declarant elects, the Declarant shall appoint two (2) members (for so long as Declarant still owns a Lot) and the Board of Directors of the Association shall appoint one (1) non-Declarant member (until such time as Declarant no longer owns any Lot, whereupon the Board of Directors of the Association shall appoint all three (3) members). ARC members may be either individuals or any form of entity, including, but not limited to, a corporation, limited liability company, partnership or trust, provided all such members shall be either an Owner, a designee of the Declarant, or an architect licensed in the State of Delaware (individually an "ARC Member" and collectively the "ARC Members"). The regular term of office for each ARC Member shall be one (1) year, measured from the date of such ARC Member's appointment. Declarant may remove with or without cause any ARC Member appointed by the Declarant at any time by written notice to such appointee. A successor or successors appointed to fill such a vacancy shall serve the remainder of the term of the former ARC Member. Any ARC Member appointed by the Association may be removed only in accordance with the Bylaws of the Association. The ARC shall select its own Chairman and she/he, or in her/his absence the Vice Chairman, shall be presiding officer at its meetings. The ARC shall meet at least once in each calendar month if there are matters to be reviewed or upon call of the Chairman whenever he deems necessary in order to discharge its obligations and responsibilities hereunder, including rendering any decisions specified in this Article VI or the Design Guidelines. All meetings shall be held at the offices of the Association or at such other reasonable place as may be designated by the Chairman. A majority of the ARC Members shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the ARC Members shall constitute the action of the ARC on any matter before it. The ARC shall operate in accordance with its own rules of procedure, and these rules shall be filed with the Association. The ARC shall request authorization from the Board of Directors to retain the services of consulting architects, landscape architects, community planners and/or attorneys to advise and assist the ARC in performing the design review functions herein prescribed. Any such professional must be licensed to practice its profession in the State of Delaware. The ARC shall keep accurate records of its membership and actions and shall from time to time, as warranted, notify all Owners of any change in the membership of the ARC as a result of resignations and replacements of ARC Members. The ARC may establish its own rules for the conduct of its meetings and its decision-making process which shall be adopted, promulgated, applied and enforced in a uniform and non-discriminatory manner among the Owners.

6.3. Criteria For Submission, Review and Decisions or Plans.

(a) Any request from an Owner for any Improvements shall be in writing and shall be submitted to the ARC in accordance with and pursuant to the Design Guidelines.

(b) In passing upon any plans and specifications submitted by an Owner, the ARC, in accordance with the provisions of this Declaration and the Design Guidelines, shall consider the aesthetic suitability and harmony of the Improvements to be constructed, to and with that portion of the Lot or Association Property, as applicable, on which it is proposed to be located; the comparability of the height, profile and color scheme with neighboring residences whether existent, under construction, or approved for construction; the impact of the item to be constructed on the environment, including, but not limited to, the preservation of trees and open spaces, and surface water drainage; the effect of the proposed Improvement and its planned usage and purpose, on the outlook of neighboring Lots and Association Property; and the quality of the materials to be used in construction and the proposed method of construction including, but not limited to, the effect of lighting and signage upon neighboring Lots and Association Property. No exterior colors or materials installed or approved by the ARC shall be changed through replacement, repair, redecoration, repainting or otherwise, except upon prior submission to and approval by the ARC, which approval may be withheld in the ARC's reasonable discretion. With respect to Improvements such as, but not limited to, driveways and turnarounds, fences, walls, recreational facilities, barbeques and patios, the ARC shall have the right in its absolute and sole but good faith discretion to prohibit such Improvements altogether if in the opinion of the ARC the construction and use of such Improvements will necessitate the removal of valuable trees, cause drainage problems, or have a detrimental effect on the outlook from or use of neighboring Lots or Association Property.

(c) In the event that repair, replacement or other work on Improvements becomes necessary, or the erection of any additional structures is necessary, then any such work shall, to the extent practicable, be performed so that the condition and appearance is equal to and identical to the condition and appearance of the dwelling, building, structure or improvement as originally constructed, or with respect to additional structures, the construction and appearance is in architectural harmony with the Improvements as originally built and developed under this Declaration.

(d) The ARC reserves the right to approve in advance proposed architects, builders and landscape designers.

6.4. Review Fee. Except for Improvements to be constructed by Declarant or any Participating Builder, any application to the ARC for review shall be accompanied by a reasonable application fee (as determined and published to the Owners from time to time by the ARC) to defray the cost of professional services that the ARC may reasonably incur to properly evaluate the plans and specifications (the "Plans and Specifications") provided by an Owner with respect to the Improvements which such Owner requests approval of pursuant to this Declaration and the Design Guidelines (the "Review Fee"). The initial amount of the Review Fee is One Hundred Dollars (\$100.00). The ARC may waive the Review Fee on a case by case basis if the application for any such Improvements does not require the ARC to incur any professional fees or services in connection with its review and evaluation of the Plans and Specifications. The Review Fee shall be non-refundable. All Plans and Specifications submitted to the ARC shall be retained by the ARC and shall not be returned to the applicant.

6.5. Review and Decision Process. Within sixty (60) days after the Owner has submitted all the required Plans and Specifications to the ARC, the ARC shall notify the Owner in

writing whether such Plans and Specifications are either approved or disapproved. Any disapproval or objections shall be in writing and shall be detailed and shall include an explanation for the basis or reason for such disapproval or objections, together with such reasonable changes, modification or other alterations and recommendations as appropriate or practicable that would render the Plans and Specifications acceptable to the ARC and in compliance with the review and approval criteria established under this Declaration. In the event ARC fails to approve or disapprove an Owner's submission of the Plans and Specifications in writing within the aforementioned sixty (60) day period, then the ARC's approval shall be conclusively presumed to have been granted, provided, however that the aforesaid presumption shall not be deemed a waiver of the applicable provisions of this Declaration or be deemed to be the prior written approval of the ARC under any specific provision herein. No construction of the Improvements provided for in the submitted Plans and Specifications shall be commenced until the expiration of the aforementioned sixty (60) day period or the receipt of the ARC's written approval of the Plans and Specifications, whichever occurs first.

6.6. Time for Review of Revised Plans and Specifications. In the event the ARC shall disapprove any part of the Plans and Specifications as submitted in accordance with this Article, then the Owner shall have the opportunity to revise its Plans and Specifications to incorporate such changes, modifications, additions or deletions, as applicable, and shall resubmit the revised Plans and Specifications to the ARC, if the Owner so chooses, together with an additional Review Fee and the ARC shall have forty-five (45) days within which to review such revised Plans and Specifications and to determine the Owner's compliance with the ARC's designated changes. In the event the ARC fails or neglects to advise the Owner in writing of whether or not such revised Plans and Specifications are in compliance (or non-compliance) within the aforementioned forty-five (45) day period, then ARC's approval shall be conclusively presumed to have been granted subject to the conditions provided for in paragraph (f) above applicable to such presumption. Any disapproval by the ARC of such revised and resubmitted Plans and Specification shall be communicated to the Owner in a written response in accordance with the details required for the ARC's approval as provided in paragraph (f) above.

6.7. Changes in Approved Plans and Specifications. Once the ARC has approved an Owner's Plans and Specifications and the Improvements, then the Owner shall not change, revise or otherwise modify the approved Plans and Specifications or the Improvements without first securing the ARC's written approval in the manner prescribed under this Article. ARC shall endeavor to review such changes, revisions or other modifications within a shorter period of time than the aforementioned sixty (60) day period but shall not be required to do so.

6.8. Approval for Landscaping Plans. Landscaping shall be approved by the ARC in the same manner as set forth above. In addition to all applicable foregoing guidelines no excavation shall be made, or fill, sand, gravel, crushed stone, brick, asphalt, concrete or the like be placed, set or poured on any portion of the Lots or Association Property, so as to cause any blatant and material change in the appearance of such portion of the Lots or Association Property, as applicable, from the street or from any neighboring portion of the Lots or Association Property, as applicable, unless the ARC shall first have consented in writing. No fences, walls, hedges or other barriers shall be erected on any portion of the Lots or Association Property, as applicable, without the approval of the ARC, and no existing fences, hedges or barriers shall be removed without the approval of the ARC.

6.9. Dispute Resolution Process. If any Owner believes that either the disapproval of any Plans and Specifications submitted by the Owner to the ARC or the ARC's proposed changes to such Plans and Specifications that may be required for the ARC's approval, or any of the Pre-Approvals are arbitrary and capricious, then any such Owner may request to be heard at a regular or special Board of Directors meeting to review such decision. If any Owner still believes that either the disapproval of any Plans and Specifications submitted by the Owner to the ARC or the ARC's proposed changes to such Plans and Specifications that may be required for the ARC's approval, or any of the Pre-Approvals are still arbitrary and capricious, after being heard by the Board, then any such Owner may, as its sole and exclusive remedy, submit such dispute to final and binding arbitration in accordance with the provisions of the Delaware Uniform Arbitration Act (the "Arbitration Act") and the rules of the American Arbitration Association applicable to such disputes, to the extent such rules are not inconsistent with the Arbitration Act. The fees of such arbitrator and all reasonable costs and expenses incurred by the Association and/or the ARC in defending its decision(s) shall be paid by the Owner, as applicable, unless the arbitrator specifically finds and rules that the Association and/or the ARC, as applicable, acted in an arbitrary, capricious and meritless manner, in which event the Owner, as applicable, shall not be required to reimburse the Association and/or the ARC, as applicable, for its reasonable costs and expenses. In determining any question, matter, or dispute before such arbitrator, the arbitrator shall apply the provisions of this Declaration without varying therefrom in any respect, and shall not have the power or authority to add, modify, or otherwise change any of the provisions of this Declaration, including, but not limited to, subparagraph (k) below regarding damages. The parties to any such arbitration agree to reasonably cooperate; to obtain the cooperation of their employees, agents and contractors, as applicable; to use reasonable efforts to supply as witnesses such employees, agents and contractors, as applicable; and to produce any relevant documents that may be assessed or required. In no event shall the arbitrator be authorized or empowered to award any damages or costs to the prevailing party except as expressly set forth above and in no event shall the arbitrator award any general, special, consequential or punitive damages whatsoever.

6.10. Approvals/Disapprovals. Neither the ARC, nor the ARC Members, nor the Board, nor the Declarant, their respective agents, employees, representatives, and its successors and assigns shall be liable or responsible for any damages to any Owner or to any other person submitting Plans and Specifications to the ARC for approval or to any third party by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any Plans and Specifications. Every person who submits Plans and Specifications to the ARC for approval, as provided herein, agrees, by submission of such Plans and Specifications, and every Owner or person claiming by or through the Owner agrees, by acquiring title to any Lot or any interest in any Lot, that it shall not initiate, commence or prosecute any action, claim or suit against the ARC, the ARC Members, its agents, employees or representatives to recover any such damages, including, but not limited to, special, consequential or punitive damages with respect to any approval, denial or failure to approve any Plans and Specifications and such Owner shall indemnify and hold the ARC and the ARC Members harmless from and against any and all such damages.

ARTICLE VII USE RESTRICTIONS

Subject to Article XIII hereof and in addition to all other covenants contained herein, the use of the Lots and Association Property, is subject to the following:

7.1. Permitted Uses. All buildings located or erected on any Lot shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one used for residential purposes, except that a home-based business may be maintained within such a building, provided that (i) such maintenance and use is limited to the person actually residing in such building; (ii) no employees or staff other than a person actually residing in such building are utilized; (iii) no clients or customers of such business visit such building; (iv) the number of persons, other than clients or customers, that shall visit such business and the frequency of such visits shall be kept to a reasonable minimum, as determined in the sole discretion of the Board; (v) such maintenance and use is in strict conformity with the provisions of any applicable Laws; (vi) the person utilizing such business maintains a principal place of business at a location other than such building; (vii) such business uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors and does not cause an increase of Common Expenses that can be solely and directly attributable to the business; and (viii) such business does not involve the use, storage or disposal of any materials that the United States Secretary of Transportation or the State of Delaware, Sussex County or any local governing body designates as hazardous material. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant or a Participating Builder from using any portion of the Property or the Project, or any improvements thereon, for storage, promotional or display purposes, as “model homes,” as sales and/or construction offices, or the like.

7.2. Prohibited Uses and Nuisances. Except for the activities of the Declarant and any Participating Builder during the construction and development of the Property and Project, or except with the prior written approval of the Board and the Declarant, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any building or the Association Property:

(a) No noxious or offensive trade or activity shall be carried out upon any portion of the Property or Project, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes as well as outdoor speakers and associated equipment installed by any Participating Builders (as approved by the Declarant) as part of the building and improvements constructed on a Lot, shall be located, installed, maintained or replaced upon the exterior of any building or other improvements constructed upon any portion of the Property or Project.

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any portion of the Property or Project or within any building or other improvement located thereon, except that this shall not prohibit the keeping of a reasonable number of dogs, cats, caged birds or other small

domestic animals as pets not to exceed four (4) provided (i) they are not kept, bred or maintained for commercial purposes; (ii) such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Owners; and (iii) such pets are maintained in strict conformance with all Laws. The Board shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Owners, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by all Laws. Pets shall not be permitted upon the Association Property unless accompanied by a responsible person and unless they are carried or leashed. Pets shall not be permitted upon the Property except as provided in the Property Rules and Regulations. The Board shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any portion of the Property or Project. This subsection (c) shall not be applicable to the Declarant or any Participating Builder during the construction and development of the Property or Project.

(d) Except for parking within garages, and except as herein elsewhere provided, no junk vehicle, commercial van or commercial truck (except pick-up trucks or sport utility vehicles or jeeps), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle that would not pass applicable state inspection criteria), trailer, mobile home, camp truck, house trailer, recreational vehicle, boat or other similar vehicles, machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling or grounds and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Association Property) shall be kept upon the Property, including any Lot or upon the public or private streets within or adjacent to the Property, nor (except for bona fide Emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon; provided, however, any trailer, mobile home, camp truck, house trailer, recreational vehicle, boat or other similar vehicles that are either owned, rented or leased by an Owner may be temporarily kept upon the Owner's Lot (but not any adjacent portions of the public or private streets) solely with respect to either cleaning, loading or unloading any of the foregoing described vehicles, or picking up or discharge passengers therefrom for a reasonable period of time not to exceed forty eight (48) hours. This subsection (d) shall not be applicable to the Declarant or any Participating Builder during the construction and development of the Property or Project.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection and the evening prior to such days of trash collection. Trash and garbage containers shall not be placed on the curb for trash collection any earlier than 5 p.m. on the day prior to trash collection, and must be removed from public view no later than 7 p.m. on trash collection day. No incinerator shall be kept or maintained upon any portion of the Property or Project. No garbage or trash containers shall be kept on the front yard of any Lot and garbage and trash containers kept or maintained in the side or rear yard of any Lot shall be screened from public view at all times. This subsection (e) shall not be applicable to the Declarant or any Participating Builder during the construction and development of the Property or Project.

(f) No Lot shall be further divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to (i) prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, Declarant, or any other individual or entity for any purpose, or (ii) prohibit minor boundary line adjustments between adjoining Owners or between any Owner and the owner of the Association Property, as applicable, if done in accordance with applicable Laws. Further, the provisions of this subsection shall not be deemed to preclude any Owner from granting an easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, to serve necessary public purposes, or from dedicating or conveying a portion of such Owner's Lot for such purposes.

(g) No tree, hedge or other landscape feature shall be planted or maintained on Association Property, rights-of-way or in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any portion of the Property or Project which would impede the Association's ability to perform its obligations as set forth in this Declaration, or which would be inharmonious with the aesthetics of the Property and Project.

(h) No decorative lawn ornament, no structure of a temporary character, and no tent, shack, storage shed, barn, pen, kennel, run, stable, or other similar structure or building shall be erected, used or maintained on any portion of the Property or Project at any time. This subsection (h) shall not be applicable to the Declarant or any Participating Builder during the construction and development of their respective Lots. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Lot and residence in the manner permitted hereunder, commencing on Thanksgiving and shall be removed not later than January 15th of the following year. As a part of the Rules and Regulations, the Association may establish reasonable standards and guidelines for holiday lights and decorations, including the right to require the removal of any excessive lighting that creates a nuisance or prevents the quiet enjoyment of nearby Lot Owners.

(i) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such sales and promotional sign or signs as may be maintained by or with the written consent of the Declarant or the Association, or except as may be expressly permitted pursuant to applicable law, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any portion of the Property or Project; provided, however, that one temporary real estate sign not exceeding twelve inches by eighteen inches (12" x 18") in area may be placed and maintained in the window or otherwise inside of the dwelling erected upon any Lot, in the case of any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed within five (5) days of the settlement of the sale or rental of such dwelling. The provisions and limitations of this subsection (i) shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of

foreclosure. This subsection (i) shall not be applicable to the Declarant or any Participating Builder during the construction and development of their respective Lots.

(j) No water pipe, sewer pipe, gas pipe, drainage pipe, cable or other similar transmission line shall be installed or maintained upon any portion of the Property or Project above the surface of the ground and no wire, cable or other similar transmission line may be attached to the exterior of any structure on any portion of the Property or Project; provided, however, that such pipes, transmission lines, wires or cables providing utility services to any portion of the Property or Project (including, but not limited to, electricity, telephone, gas, water, sewer and cable television) shall be permitted. Except during periods of actual use, no hose shall be stored or placed in the front or side yard of any dwelling unless concealed or screened from public view. Agricultural wells servicing an individual Lot or any part of the Project shall be permitted subject to approvals by the ARC and all required state and local agencies regulating same.

(k) No structure, planting or other material shall be placed or permitted to remain upon any portion of the Property or Project which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard the direction or flow of any drainage channels.

(l) Vegetable gardens shall be maintained only within the rear yard of any Lot, and shall be maintained in a neat and attractive manner. No composting activities of any kind or nature shall be permitted on any portion of the Property or Project, including, but not limited to, natural composting activities. In addition, no Owner shall erect or maintain any composting piles or receptacles or containers on any portion of the Property or Project.

(m) Lawn furniture shall be used and maintained on Lots in rear yards, front porches, courtyards and/or decks only, unless otherwise determined by the Board, and shall be maintained in a neat and attractive manner.

(n) No equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling such as power washers, ladders, lawn mowers, rakes, shovels, etc.) shall be stored in the front, rear or side yard of any Lot.

(o) No Association Member shall make any private, exclusive or proprietary use of any of the Association Property and no Association Member shall engage or direct any employee of the Association on any private business of the Association Member during the hours such employee is employed by the Association, nor shall any Association Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

(p) Any fence constructed upon the Property or Project shall not extend forward of the rear building line of the dwelling on any Lot upon which any such fence is erected and shall be located at minimum of at least three (3) feet from the applicable side and rear yard property lines and shall not otherwise impede or interfere with the proper drainage of any drainage swales or other drainage or storm water related facilities. No fence shall be constructed or maintained upon a Lot until the plans for the same have been approved in writing in accordance

with the provisions of Article VI herein. No fence shall be more than four feet (4') in height. Such fences shall be constructed of anodized aluminum and shall be black in color for aluminum and shall be in one of three (3) available styles of fencing that are available to choose from and have otherwise been approved in writing pursuant to Article VI herein. All other types, materials and colors of fencing are specifically prohibited, including but not limited to chain link and split rail. Notwithstanding the foregoing, this subsection (p) shall not apply to fences installed by or on behalf of the Declarant or a Participating Builder during the construction and development of the Property or Project, which in the sole opinion of the Declarant or Participating Builder, as applicable, shall be required, convenient or incidental to the Declarant's or Participating Builder's, as applicable, construction, development, marketing, leasing and sales activities within the Property or Project.

(q) Bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any dwelling located on any Lot.

(r) All on-Lot lighting shall be designed and mounted in accordance with the terms of the Design Guidelines and as otherwise provided under this Declaration. Any such lighting shall be generally directed in such a manner to enhance the immediate area around any dwelling on a Lot and shall not be directed toward other dwellings on adjacent Lots or properties surrounding the Property or Project, so as to be a nuisance to adjacent Owners or landowners outside of the Property or Project.

(s) No drying or airing of any clothing or bedding shall be permitted outdoors and within any Lot other than within rear yards out of public view, and clothes-hanging devices such as lines, reels, poles, frames, etc., shall be removed and stored out of sight when not in use.

(t) No garage or outbuilding properly erected on a Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No garage may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles without obtaining prior written approval pursuant to Article VI of this Declaration. Notwithstanding the foregoing, any Lot owned by the Declarant or a Participating Builder upon which is situated a dwelling in which the garage has been modified to serve as living area or marketing/sales area shall be exempt from this paragraph and any grantee of the Declarant, and such grantee's successors and assigns, shall also be exempt until such time as the garage is restored or a garage is constructed on such Lot. Except when being used as an entrance or exit, garage doors shall be maintained in a closed position at all times.

(u) No flags and associated poles or other related supports shall be erected, displayed or maintained on any Lot or the Property except for flags suspended on poles or supports no longer than five (5) feet in length which are attached to the front porch or garage of a dwelling unit on such Lot and as otherwise provided pursuant to Section 7.6.

(v) No mailboxes shall be installed or permitted on any Lot. Mailboxes shall be centrally installed cluster boxes approved only by the United States Postal Service.

7.3. Satellite Dishes. Installation of antennas, including satellite dishes, shall be governed by this Section and such other additional reasonable rules and regulations regarding the location and screening of any such items that the Board shall impose from time to time. The Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996 (the "FCC Rule"), preempting certain restrictions concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (collectively, "Antennas"). The requirements set forth in this Section are generally consistent with the FCC Rule; however, because the FCC Rule is subject to change or modification, the Board reserves the right to amend and modify any requirements governing installation, maintenance, and use of Antennas, which may be more restrictive than as set forth herein and which may, in the discretion of the Board, be applied retroactively. Antennas not covered by the FCC Rule, including satellite dishes in excess of one (1) meter in diameter, shall not be installed on the exterior portions of any Lot or dwelling without prior written approval as required by Article VI. Antennas situated entirely within a dwelling, and not visible from the exterior are permitted. Antennas covered by the FCC Rule, including satellite dishes of one (1) meter or less in diameter, are permitted within a Lot, provided such Antennas shall not be visible from the front elevation of the Lot; provided, however, that nothing herein requires installation of such an Antenna in a location from which an acceptable quality signal cannot be received, as certified in writing by a licensed installer or which causes an unreasonable delay or cost increase in such installation.

7.4. Leasing and Transfers. All leases of dwelling units on all Lots shall (i) be for a minimum of thirty (30) days and contain provisions advising the tenant of his or her obligation to comply with all provisions of this Declaration, the Association Documents and the rules and regulations of the Association, and (ii) provide that the Association shall have the right, in addition to all other rights provided by DUCIOA and any other applicable Laws, to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Association Documents or the rules and regulations of the Association, or of any other document, agreement or instrument governing the dwelling units Property or Project. The Owner(s) of a leased or rented dwelling unit on a Lot shall notify the Association in writing of the Owners' current address. The Owner(s) of a leased or rented dwelling unit on a Lot shall be jointly and severally liable with his tenant(s) to the Association to pay any claim for injury or damage to persons or property caused by any action or omission, including, without limitation, the negligence of the tenant(s). Every lease shall be subordinate to any lien filed by the Association, whether before or after such lease was entered into.

7.5. Parking. Parking within the Lots and Association Property shall be subject to the following restrictions:

(a) The Association shall be entitled to establish supplemental rules concerning parking and traffic control on any portion of the Lots and Association Property, including, without limitation, providing for reserved parking which allows the exclusive use of one or more parking spaces located upon the Association Property by one or more Owners and/or the involuntary removal of any vehicle violating the provisions of this Declaration and/or such rules.

(b) Each Owner shall comply in all respects with such supplemental rules which are not inconsistent with the provisions of this Declaration which the Board may from

time to time adopt and promulgate with respect to parking and traffic control within the Lots and Association Property, and the Board is hereby authorized to adopt such rules.

(c) Parking shall be prohibited in the turn-arounds, fire lanes and cul-de-sacs located on the Association Property as provided on the Development Plans.

7.6. Rules and Regulations. The Association shall have the right to adopt rules and regulations in accordance with § 81-320 of DUCIOA governing the use by the Owners of the Association Property and/or Lots, which rules and regulations shall not apply to any Participating Builder and which shall not be inconsistent with the provisions of this Declaration. Such rules and regulations may include the regulation of rentals in the Project and govern specific leasing standards, including, but not limited to, permitted signage or advertising, minimum lease terms and maximum number of occupants permitted to occupy a main dwelling, the display of American flags or other flags (consistent with federal law, § 81-320 of DUCIOA and Section 7.2(u) above, as applicable) and/or the display and placement of political signs (consistent with § 81-320 of DUCIOA). Any rules and regulations adopted by the Association shall be a governing document of the Association.

7.7. Exemptions. None of the restrictions and provisions set forth in Sections 7.2 through 7.7 above shall be applicable (i) to any portion of the Property or Project owned by the Declarant or a Participating Builder or to the activities of the Declarant or a Participating Builder, and their officers, employees, agents and assigns, in their development, marketing, leasing and sales activities within the Property and Project or (ii) to the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Association Property.

7.8. Notice of Special Provisions Regarding the Property and Project.

(a) The streets designated on the Development Plans are initially intended to be private streets to be maintained by the Association. The streets must be improved to Sussex County standards and the Declarant and/or Association, as applicable, each reserves the right to convey any and all such private streets to the State of Delaware or another governmental entity.

(b) The Property contains regulated wetlands. Activities within these wetlands may require a permit from the U.S. Army Corps of Engineers and/or the State of Delaware.

ARTICLE VIII DECLARATION OF EASEMENTS AND RIGHTS

8.1. Declaration of Easements and Rights. Subject to Article XIII hereof, the following easements and rights are hereby declared or reserved:

(a) For so long as Declarant owns any Lot or any portion of the Property or Project, Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over all or any portion of the Property or Project, including but not limited to the Utilities.

(b) Each Lot and the Association Property are hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots and the Association Property for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause, there shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of any Owner if said encroachment occurred due to the willful misconduct of said Owner. In the event a structure on any Lot or the Association Property is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot, and the Association agree that minor encroachments over adjoining Lots or Association Property shall be permitted and that there shall be easements for the maintenance of said encroachments so long as they shall exist.

(c) There is hereby reserved unto the Declarant and each Participating Builder (and their successors and assigns to whom such easement has been specifically assigned in writing), for the benefit of the real property shown on the Development Plans, and for the benefit of the Declarant and its agents, a non-exclusive, perpetual blanket easement upon, across, over and under the Property and Project (provided such easement does not encroach upon any building within the Property or Project or unreasonably interfere with the use and enjoyment of the Property or Project) for vehicular and pedestrian ingress and egress, curb cuts, slope, and grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, propane, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property or Project from time to time. By virtue of this easement, it shall be expressly permissible to erect and/or maintain the necessary poles, pipes, lines, service boxes, and other equipment on the Property or Project, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, propane lines, and/or Irrigation Facilities, on, above, or below any portion of the Property or Project, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property or Project. There is further reserved unto the Declarant and Participating Builders the right to erect entry features, promotional and other similar items within the Property or Project provided they do not unreasonably interfere with the use, operation and enjoyment of the Property or Project. There is further reserved unto the Declarant and Participating Builders a ten-foot (10') easement for Utilities, Irrigation Facilities, Wastewater Facilities, storm water management and drainage, and for all other uses necessary or desirable to develop the Property or the Project, along the front, rear and side line of each Lot. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property or Project in furtherance of the blanket easement created by this subsection. Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property or Project; provided, however, that if requested by the Declarant, any party having an interest in the Property or Project shall promptly join in and execute such confirmatory easements and other agreements.

(d) The Association Property is hereby subject to a non-exclusive, perpetual easement and right of passage, for the benefit of the Association Members, for ordinary and reasonable pedestrian ingress and egress over, across and upon any sidewalk, trail or walkway (or the replacement thereof) constructed within the Association Property that may reasonably be deemed to have been constructed or intended for pedestrian use.

(e) An easement is hereby reserved to Declarant and each Participating Builder to enter the Lot and Association Property during the period of construction and sale of the Lots and Facilities located thereon, and to maintain the Property and perform such operations as in the sole opinion of Declarant or Participating Builder, as applicable, may be reasonably required, convenient or incidental to the construction of the Facilities and for the construction and sale of residences, including, without limitation, an easement for the following purposes: (i) ingress and egress to and from any and all portions of the Property and Project by trucks, construction equipment, construction personnel and the like; (ii) to construct, install, reconstruct, alter, modify, remove and replace the Facilities or any other improvements within the Property and Project; (iii) to excavate, fill and coordinate the height, grade, slope and contour of the Property and Project, and to add and remove soil from the Property; and (iv) for the conduct of all other development, construction, marketing, sales, leasing and related activities as may be deemed necessary or desirable by the Declarant and Participating Builders to implement the Development Plans, to comply with requirements imposed by Sussex County, Delaware, or any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Property or Project, and/or to comply with applicable Laws.

(f) An easement is hereby reserved to Declarant and each Participating Builder to enter the Lot and Association Property for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property, Project, Lots, and Association Property or the improvements thereon. There is further reserved unto the Declarant and each Participating Builder and their agents a non-exclusive easement over, across and through all of the Property and Project for the purpose of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the development, construction, rehabilitation and repair of the Property or Project.

(g) The Declarant reserves a perpetual blanket easement and right on, over and under the Property and Project to establish, maintain, change and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Any provision hereof to the contrary notwithstanding, the Declarant shall have no obligation whatsoever to perform any work or to take any action regarding drainage of surface water within the Property or Project. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action as may be reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an Emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property or Project in furtherance of the blanket easement created by this subsection.

(h) The rights and duties of the Association and the Owners with respect to all public and/or private utilities serving and/or benefiting all or any portion of the Property or Project, including, without limitation, water, sewer, gas, propane, electricity, cable television, internet, telephones, storm drains, down spouts, yard drains, and all pipes, wires, cables, conduits, transmission lines and other related facilities and equipment (collectively, the "Utilities") shall be governed by the following:

(1) Each Lot is hereby subject to a non-exclusive perpetual easement and right of passage upon, across and under such Lot, for the benefit of the Declarant, Association and Owners of all other Lots for the installation, maintenance, repair, replacement, inspection, operation and use of all Utilities. The Owner of any Lot and the Declarant and Association shall each have the right, and they are hereby granted an easement and right of passage to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property or Project in which the Utilities lie, to inspect, repair, replace and generally maintain such Utilities.

(2) The right granted in subsection (1) above shall be only to the extent necessary to entitle the owner of the property serviced by the Utilities (including the Declarant as the owner of any Lot, and the Association as the owner of the Association Property) to their full and reasonable use and enjoyment of such property, and provided further that anyone exercising such right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(i) Each Lot is hereby subject to an easement and right of passage upon, across and under such Lot for the drainage and discharge of water from any storm drain, down spout or yard drain situated on another Lot or Association Property and the Owner of such Lot may not alter or obstruct such drainage or flow of water to the detriment of any Lot or Association Property.

(j) The Association shall have an easement to enter any portion of the Property or Project for the performance of its duties hereunder, including, without limitation, fenced, or other similar areas of the Property or Project.

(k) With respect to any step, patio, deck, downspout or yard drain or other similar structure that may benefit any Lot and is constructed by the Declarant or any Participating Builder and that may encroach upon any portion of the Association Property, there is hereby reserved for the benefit of the Lot that such step, patio, deck, downspout, drain or other structure serves, a perpetual easement for the location, maintenance, repair and use of such structure or items within the Association Property, but only to the extent that the Declarant's or Participating Builder's original construction thereof encroaches within the Association Property. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

(l) There is hereby created for the benefit of each Lot that is enclosed, in whole or in part, by any wooden, brick, stone or other similar fence and/or wall constructed by the Declarant or any Participating Builder, a perpetual easement to use any portion of the

Association Property that may be located between such fence and/or wall and the record platted lot line for such benefited Lot. The obligation to maintain such portion of the Association Property shall be that of the Owner of the benefited Lot, and the obligation to maintain such portion of the wooden, brick, stone, or other similar fencing as is located within the Association Property, and that encloses the benefited Lot, in whole or in part, shall be that of the Association, as applicable. The Owner of any Lot benefiting from the foregoing easement agrees to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement rights provided for herein.

(m) A mutual right and easement for utility services is hereby established for the benefit of the Declarant, all Owners, and the Association, such that no action which would in any way interfere with utility services being provided to any Owner or the Association within the Property or Project shall be taken by any Owner or the Association. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners of Lots or the Association, then the Owner of such Lot shall promptly, at such Owner's expense, repair any damage to such utilities caused by the Owner, or such Owner's tenants, lessees, agents, guests, invitees, licensees or family members.

(n) The Association and its agents and employees, shall have an irrevocable right and an easement to enter the Lots and the Association Property for purposes of exercising the rights and fulfilling the obligations established by this Declaration.

(o) The Declarant reserves the right to modify or alter the size, number, type and location of the Association Property and the Lots and any other improvements thereon, as it deems necessary or desirable in conjunction with the development of the Property or Project. Without limiting the generality of the foregoing, the Declarant reserves the right to re-subdivide all or a portion of the Property or Project, to convey the Association Property, to modify the site plans, to construct the Facilities on the Association Property, and to take whatever other action with respect to the Association Property, Facilities and Lots as the Declarant may deem necessary or desirable.

(p) The Association is hereby granted a non-exclusive easement and right of passage on, through, over, under and across the Lots and Association Property to maintain, repair and replace any Facilities situated within the Lots or Association Property.

(q) The Association and all Lot Owners shall be required to use the sewer system, water system, and propane systems serving the Project and pay the prevailing service connection fees, rates and charges for sanitary sewage, water and propane services as more specifically set forth in the agreement(s) with the Utilities.

(r) Non-exclusive easements are hereby reserved unto the Declarant (and its successors and assigns to whom such easements have been specifically assigned in writing) and for the benefit of the Utilities who shall operate the central sewage disposal system, water system, and propane system, and shall include the construction, operation and maintenance, repair and replacement of the central sewage disposal system, water system and propane system for the Project and any additional adjacent properties as provided under this Declaration. The foregoing easements shall be broadly construed and shall include any and all of the easement rights granted

or reserved under this Declaration as may be reasonably necessary so as to enable the Declarant and the Utilities to undertake and perform all of the obligations and duties imposed under the applicable agreements or as otherwise provided in this Declaration.

(s) Notwithstanding anything contained in this Declaration to the contrary, for a period of twenty-five (25) years from the recordation of this Declaration, Declarant reserves the right to grant easements to allow adjacent properties to be serviced by the Utilities that shall service the Project subject to and in compliance with all applicable Laws (the “Additional Utilities Users”). Any such Additional Utilities Users may be assessed for their pro rata share of the actual costs and expenses of the Utilities including, but not limited to, the maintenance, repair and replacement thereof as originally determined by the Declarant or applicable Utilities.

8.2. Utilities Lien. The Declarant, for itself and its successors and assigns, and for each Lot within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed or other transfer document therefore, hereby covenants and agrees to pay the Utilities user fees periodically billed by the Utilities with respect to each Owner’s Lot. No Owner of a Lot may waive or otherwise escape any liability for wastewater, water, gas or other utility user fees.

8.3. Declaration of Deferred Water and Sewer Charges. The Declarant, for itself and its successors and assigns, and for each Lot within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed or other transfer documents therefore, hereby covenants and agrees to abide by all terms and to pay all amounts and assessments thereunder to Declarant or Declarant’s affiliate for Deferred Water and Sewer Charges.

8.4. Utilities Exemption for Assessments. As owner of any wastewater service line or other easement or license in Channel Pointe, the applicable Utilities shall not be liable or responsible for any dues or assessments to Declarant or the Association under this Declaration.

8.5. Association Easements. The Board shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Association Property for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Association

ARTICLE IX MAINTENANCE

9.1. Owners’ Maintenance. Except as otherwise specifically provided in this Declaration, the Owner of each Lot shall keep the Lot, and all improvements therein or thereon, in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management and the Community-Wide Standard, excluding, however, the responsibility for mowing, fertilizing, trimming, pruning and/or otherwise maintaining all or any portion of the grass, shrubs, bushes, trees and other planted materials, (but not excluding any replacements thereof, which shall be the Owner’s responsibility) as may be located within the Lawn Area, which shall be the responsibility of the Association. In the event that the Owner of such Lot shall fail to maintain the Lot in a manner consistent with good property management and the Community-Wide Standard, then the Association or its agent shall each have the right to enter upon said Lot to repair and maintain such Lot. Whenever entry is not required in an Emergency

situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. All costs related to such repair and maintenance, including reasonable attorney's fees, shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V hereof. The Owner of any Lot shall be responsible for maintenance of all Irrigation Facilities located on or under such Owner's Lot and shall be responsible for the payment of all utility bills associated with the use of the Irrigation Facilities on such Owner's Lot. Irrigation Facilities will be provided on all Lots for Lawn Areas, shrubs, bushes, trees and/or other planted materials. Irrigation shall operate on a regular schedule May through September and periodically after September and depending upon weather conditions so that the Lawn Area shrubs, bushes, trees and/or other planted materials shall have a consistent appearance and are green. Lawn Areas should receive at least an inch of water every three (3) days. In the event an Owner of any Lot shall fail to maintain such Irrigation Facilities and any damage is caused to all or any portion of the Lawn Area, shrubs, bushes, trees and/or other planted materials, the Association and its agent shall have the right to enter upon said Lot to repair, maintain and restore such Irrigation Facilities and such grass, shrubs, bushes, trees and/or other planted materials. All costs related to such repair, maintenance and restoration, including reasonable attorney's fees, shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V hereof. The Association shall also have the right to enter the Lots to correct drainage. Whenever entry is not required in an Emergency situation, the Association shall afford the Owner reasonable notice and opportunity to cure the problem prior to entry. All costs related to such correction, repair or restoration, including reasonable attorneys' fees, shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V of this Declaration.

9.2. Association Maintenance.

(a) Except as otherwise specifically provided in this Declaration (e.g. for damage arising from failure of any Owner to repair, maintain and/or restore Irrigation Facilities), the Association shall be responsible for mowing, fertilizing, trimming, pruning and/or otherwise maintaining all or any portion of the grass, shrubs, bushes, trees and other planted materials, (but not any replacements thereof, which shall be Owner's responsibility) as may be located within the Lawn Area of each Lot, with such frequency and in conformity with such standards as may be established by the Board from time to time.

(b) The Association shall maintain, repair and replace the Association Property and shall keep the Association Property in good order at all times and shall arrange for grass cutting and other maintenance approved by the Board from time to time, if any, to the lawns located in exterior areas of the Lots. This obligation shall include, without limitation (i) the maintenance, repair and, as necessary, replacement of any private streets and parking areas within the Association Property, (ii) the maintenance, repair and, as necessary, replacement of any landscaping, pathways, sidewalks, trails and walkways that are constructed or installed by, or on behalf of, the Declarant or Participating Builder within the Association Property, provided that the Association shall not be obligated to maintain, repair or replace any landscaping, pathway, sidewalk, trail or walkway leader, or portion thereof, within any Lot (the maintenance, repair and replacement of any such landscaping, pathway, sidewalk, trail or walkway leader shall be the obligation of the Lot Owner, as applicable), and (iii) the removal of accumulated snow and ice from within all private streets and parking areas within the Association Property and from all Association Property pathways, sidewalks, trails, walkways, or portions thereof that are not

directly in front of a Lot. Further, the Association shall maintain, repair and replace (i) any rights-of-way, swales, culvert pipes, entry strips, signage, and entrance features or improvements that are situated within or that are appurtenant to and serve the Association Property, including, without limitation, any landscaping and other flora and improvements situated thereon, and (ii) any other real and personal property, facilities and equipment as the Association is obligated or elects to maintain pursuant to this Declaration, or any lease, easement or agreement, or the direction of any governmental authority or agency. The expenses of all such maintenance, repair and replacement of the Association Property and of the exterior of the Lots shall be a Common Expense of the Association, including, but not limited to, reserves for the maintenance, repair and replacement of any such property or improvements. The Association shall also maintain any portion of any Lot that it is obligated or elects to maintain pursuant to this Declaration, any easement or other agreement.

(c) The Association shall also have the right to enter any Lot without the consent of the Owner and/or occupant or other governing body thereof, to conduct any Emergency repairs as are necessary and for the maintenance and protection of the Association Property or any Lot that the Association is responsible for under this Declaration. The costs of such repairs shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article V herein.

(d) The Association shall be responsible for the maintenance, repair and replacement of any of the Association Property which consist of storm water management area or facilities situated within the Association Property to the extent that Sussex County, Delaware or other third party does not assume the responsibility for the maintenance, repair and replacement of any storm water management area or facilities, including, without limitation, drainage pipes, culvert pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, which serve and/or benefit the Property or Project whether or not located within the Association Property if the Association is responsible therefor pursuant to any easement, agreement or the direction of any governmental authority or agency. Such responsibility may be in the form of contributing the Association's share of the maintenance costs of any such storm water management area, facility or equipment pursuant to an easement or agreement which shall be a Common Expense of the Association. The Board may enter into any such easements and/or other agreements as the Board may deem necessary or desirable for purposes of allocating and/or sharing the costs associated with the maintenance of any storm water management areas, facilities and/or equipment which serve and/or benefit the Association Property and the Lots. The Association shall not refuse to accept the conveyance of any such storm water management area, facilities or equipment from the Declarant provided such conveyance is made in compliance with all applicable Laws. Declarant shall have right, title and authority to consummate any such conveyance pursuant to the authority granted and reserved in the irrevocable power of attorney coupled with an interest under Article XII.

9.3. *Additional Maintenance Responsibilities.* The Association may, in the discretion of the Board, provide additional services and/or assume additional maintenance responsibilities with respect to all or any portion of the Lots or Association Property not referenced in Section 9.2 of this Declaration. In such event, all costs of such services and/or maintenance shall be assessed only against those Owners residing within the portion of the Property or Project

receiving the additional services. This assumption of responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service or maintenance then being provided is not consistent with the Community-Wide Standard.

ARTICLE X INSURANCE

10.1. *Required Coverage.* The Board, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a Common Expense, upon a policy of hazard insurance covering the Association Property and any property required to be insured by the Association pursuant to any easement or lease agreement (except land, foundation, excavation and other items normally excluded from coverage) including fixtures and building service equipment, to the extent that they are a part of the Association Property or such other property which the Association may insure, as well as common personal property and supplies.

(a) The hazard insurance policy shall afford, as a minimum, protection against loss or damage by fire and all other perils normally covered by the standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, shall meet the requirements of DUICOA § 81-313, and shall name the Association as a named insured. The insurance should cover one hundred percent (100%) of the current replacement cost (less a reasonable deductible) of the insured property. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage. Unless a higher maximum amount is required pursuant to the law of the State of Delaware, the maximum deductible amount for coverage of the Association Property is the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount. The funds to cover this deductible amount should be included in the Association's operating reserve account.

(b) Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by the Best's Key Rating Guide of B/III or better (or its equivalent). Each insurer must be specifically licensed or authorized by law to transact business within the State of Delaware. The policy contract shall provide that no assessment may be made against the Mortgagee, and that any assessment made against others may not become a lien on the mortgaged Lot superior to the First Mortgage.

(c) The hazard insurance policy must provide that the insurance carrier shall notify the Association and each Mortgagee named in the mortgagee clause in writing at least ten (10) days before it cancels or substantially changes the Association's coverage. In addition, each Eligible Mortgage Holder shall receive timely written notice of any lapse, material modification or cancellation of any insurance policy covering the Association Property.

(d) All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutions as mortgage investors in the area in which the mortgaged premises are located. The following endorsements are also required: (i) an Inflation Guard Endorsement (if reasonably available); (ii) a Construction Code Endorsement if the Association Property are subject to a construction code provision which would

become operative and require changes to undamaged portions of any structures, even when only part of a structure is destroyed by an insured hazard or peril; and (iii) a Steam Boiler and Machinery Coverage Endorsement if any structure within the Association Property has central heating or cooling, which should provide for the insurer's minimum liability per accident per location to be at least equal to the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the structure(s) housing the boiler or machinery.

(e) If the Association Property is located in a Special Flood Hazard Area designated as A, AE, AH, AO, A1-30, A-99, V, VE, or V1-30 on a Flood Insurance Rate Map, the Association must maintain a "master" or "blanket" policy of flood insurance on the Association Property. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of all structures and improvements situated in such Special Flood Hazard Area or the maximum coverage available under the applicable National Flood Insurance Administration program. Unless a higher deductible amount is required under the laws of the State of Delaware, the maximum deductible amount for flood insurance policies shall be the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy's face amount. The funds to cover this deductible amount should be included in the Association's operating reserve account.

(f) The Association shall obtain and maintain a comprehensive general liability policy of insurance covering all of the Association Property, public ways and any other areas that are under the Association's supervision that meets the requirements of DUCOIA § 81-313. The policy shall also cover any commercial space owned by the Association, even if such space is leased to others. The policy should provide coverage for bodily injury (including death) and property damage that results from the operation, maintenance or use of the Association Property and any legal liability that results from law suits related to employment contracts in which the Association is a party. Supplemental coverage to protect against additional risks should also be obtained, if required by a Mortgagee. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Liability coverage shall be at least One Million Dollars (\$1,000,000.00) per occurrence, for bodily injury and property damage, unless higher amounts of coverage are required by a Mortgagee. The liability policy must provide that the insurance carrier shall notify the Association in writing at least ten (10) days before it cancels or substantially modifies the Association's coverage.

10.2. Fidelity Coverage. To the extent reasonably available, blanket fidelity insurance may be maintained by the Board for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Where the Board has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity insurance policy which must provide the same coverage as fidelity insurance maintained by the Board. Except for fidelity insurance that a management agent obtains for its personnel, all other fidelity insurance policies should name the Association as the insured and should have their premiums paid as a Common Expense by the Association. Fidelity insurance obtained by a management agent shall name the Association as an additional insured. The total amount of fidelity coverage required should be sufficient to cover the maximum funds (including reserve funds) that will be in the custody of the Association or management agent at any time while the fidelity insurance policy is

in force, and should at least equal the sum of three (3) months aggregate assessments on all Lots within the Association, plus any reserves. Fidelity insurance policies should contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The fidelity insurance policies should provide that they cannot be canceled or materially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association.

10.3. Repair and Reconstruction of Association Property After Fire or Other Casualty. In the event of damage to or destruction of any portion of the Association Property covered by insurance payable to the Association as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration thereof; shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as appropriate; and shall otherwise comply with the requirements of DUICOA § 81-313(h). Promptly after a casualty causing damage or destruction of any portion of the Association Property for which the Association has the responsibility of maintenance, repair, and/or replacement, the Board shall obtain reliable and detailed estimates of the cost to place the damaged portions of the Association Property in as good a condition as existed prior to the casualty. Such costs may include, without limitation, professional fees and premiums for such bonds as the Board may desire.

ARTICLE XI MANAGEMENT

11.1. Management Agent. The Board may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board to perform such duties and services as the Board shall from time to time authorize in writing, including, but not limited to, the following:

(a) to establish (with the approval of the Board) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with the law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the Association Property; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Association Property; and

(d) to enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be established by the Association regarding the use of the Association Property and the Lots; and

(e) to provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

11.2. Duration of Management Agreement. Any management agreement entered into by the Association shall provide, among other things, that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term

of any such management agreement shall not exceed two (2) years; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

Any management agreement entered into prior to expiration of the Declarant Control Period must be terminable, without cause, any time after transfer of control from the Declarant, on not less than thirty (30) nor more than ninety (90) days' notice, and no charge or penalty may be associated with such termination.

ARTICLE XII GENERAL PROVISIONS

12.1. Association Property Responsibility. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Association Property and any property, real or personal, which the Association is delegated the responsibility for pursuant to any easement or lease agreement, and all improvements thereon (including, without limitation, furnishings and equipment related thereto, private drainage facilities and common landscaped areas), and shall keep the Association Property and such other property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. The Association shall be obligated to accept title to any real estate or personal property offered or conveyed to the Association by the Declarant. Any such conveyance shall be made in compliance with all applicable Laws and Declarant shall have the right, title and authority to consummate any such conveyance pursuant to the authority granted and reserved in the irrevocable power of attorney coupled with an interest under this Article XII.

12.2. Personal Property and Real Property for Common Use. The Association may acquire, lease, hold, and dispose of tangible and intangible personal property and real property, subject to the requirements of this Declaration. The Board, acting on behalf of the Association, will accept title to any real or personal property, leasehold, or other property interests within the Property or Project offered or conveyed to Association by the Declarant.

12.3. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Association Documents or any lease, easement or other agreement or document affecting the Association, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

12.4. Limitation of Liability. The Association shall not be liable to any Association Member for any failure of any services to be obtained by the Association or paid for out of the Common Expense funds, or for injury or damage to persons or property caused by the elements or resulting from water which may leak or flow from any portion of the Association Property or other property within the control or supervision of the Association, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Association Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Association Property or other property within the control or supervision of the Association. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the

Association Property or other property within the control or supervision of the Association, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any Laws or with the order or directive of any municipal or other governmental authority.

12.5. Enforcement. Except as otherwise expressly provided in this Declaration to the contrary (or as provided under 10 Del. C. § 348, as amended or other applicable Laws), the Declarant, Association, or any Owner, or any Mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Association Documents, or any rule or regulation promulgated by the Association pursuant to its respective authority as provided in this Declaration or the Association Documents. Failure by the Declarant, Association or by any Owner or Mortgagee of any Lot to enforce any covenants or restrictions herein contained or any provision of the Association Documents or rules and regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Association Documents cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Declarant, Association, or any Owner or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the Association Documents, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be a lien upon the Lot of such Owner.

Without limiting the generality of the foregoing, and in addition to any other remedies available, the Declarant or Association after reasonable written notice, in writing, provided to the Owner, may enter any Lot or Association Property to remedy any violation of the provisions of this Declaration, or the Association Documents or rules and regulations of the Association; provided, however, that the Declarant or Association may not enter the interior of any dwelling unit on a Lot except in an Emergency. The costs of such action, including reasonable attorneys' fees, shall become a binding, personal obligation of the Owner otherwise responsible for such violation and shall also be a lien upon the Lot of such Owner.

12.6. Fines. In addition to the means for enforcement provided elsewhere in this Declaration, the Declarant and Association shall each have the right to levy fines against an Owner or such Owner's guests, relatives, lessees or invitees, in the manner set forth herein, and such fines shall be collectible in the same manner as any other assessment such that the Declarant or Association, as applicable, shall have a lien against the Lot of such Owner as provided in this Declaration, and the Association Documents and such fine(s) shall also become the binding personal obligation of such Owner.

(a) Except with respect to matters pertaining to the Design Guidelines which shall be within the jurisdiction of the ARC, the Board shall be charged with determining whether there is probable cause that any of the provisions of this Declaration, the Association Documents or the rules and regulations of the Association, regarding the use of the Lots, Association Property, or other Association property, are being or have been violated. The Board may delegate this authority to a duly formed Covenants Committee. In the event that the Board

or the ARC, with respect to the Design Guidelines, determines an instance of such probable cause, the Board (or the ARC, with respect to Design Guidelines) shall provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the ARC or Board, as applicable, upon a request made within seven (7) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed a reasonable amount established by the Board or the ARC, as applicable, for each offense. The amount of the fine shall be based upon the costs and inconvenience caused to the Board or the ARC and shall not be a penalty. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within seven (7) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that the violation will thereafter cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Board or ARC, as applicable, with regard to such violation.

(b) If a hearing is timely requested, the Board or the ARC, as applicable, shall hold the same, and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner, the Board or the ARC may produce. Any party at the hearing may be represented by counsel but shall provide prior notice to the other party when electing such representation.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board or the ARC, as applicable, shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board or the ARC, as applicable, determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein. Such fine shall be retroactive to the date of the original notice of such violation(s).

(d) A fine pursuant to this Section shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration and the Association Documents. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting such Owner's Lot payment of the amount of any fine(s) assessed against that Lot.

(e) Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, or the Association Documents or rules and regulations of the Association, including, but not limited to, legal action for damages or any equitable action, including injunctive relief.

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

12.8. Duration and Amendment. All covenants, conditions and restrictions set forth in this Declaration shall run with and bind the land and shall be perpetual unless expressly stated otherwise in this Declaration. In addition to the provisions of Section 12.9, this Declaration may be amended by an instrument signed by, or the affirmative vote of, Association Members entitled to cast not less than sixty-seven (67%) of the total votes of all Association Members and shall require the prior written consent of the Declarant (for so long as the Declarant shall own any portion of the Property or Project); provided, however, that any amendment after the Declarant control period that will affect a Participating Builder's Lots shall require the prior written consent of the Participating Builder, its successors and/or assigns so long as the Participating Builder owns any Lot, which consent shall be in the Participating Builder's sole subjective and absolute discretion. Any amendment must be recorded in the Recorder's Office.

12.9. Changes and Modifications by Declarant. The Declarant shall have the right, for a period of twenty (20) years following the date of recordation of this Declaration, without the consent or joinder of the Association Members, any Mortgagee, any Beneficiary or the Association, or any other party, to (i) modify, amend or change any of the provisions of this Declaration, as the Declarant may deem necessary or desirable, and (ii) or if such amendments are:

- (a) required by federal, state, county or local laws; or
- (b) required by any Mortgagee of all or any portion of the Property or Project; or
- (c) required by any title insurance company issuing title insurance to Owners and/or Mortgagees of same; or
- (d) 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, Federal Home Loan Mortgage Service Corporation, GNMA or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance with respect to all or any portion of the Property or Project; or
- (e) required to correct errors or technical deficiencies or imperfections or to clarify ambiguities. Declarant also reserves the right to waive or modify any requirement as to any individual Lot or, the Association Property in general necessary to avoid any hardship resulting from unintentional noncompliance with this Declaration.

12.10. Casualty Losses. In the event of substantial damage or destruction to any of the Association Property, the Board shall give prompt written notice of such damage or destruction to the Eligible Mortgage Holders who hold First Mortgages of record on the Lots. No provision of this Declaration or the Association Documents shall entitle any Association Member to any priority over the holder of any First Mortgage of record on his Lot with respect to the distribution to such Association Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Association Property.

12.11. Condemnation or Eminent Domain. In the event any part of the Association Property are made the subject matter of any condemnation or eminent domain proceeding, or is

otherwise sought to be acquired by any condemning authority, then the Board shall give prompt written notice of any such proceeding or proposed acquisition to the Eligible Mortgage Holders who hold First Mortgages of record on the Lots. No provision of this Declaration or the Association Documents shall entitle any Association Member to any priority over the holder of any First Mortgage of record on his Lot with respect to the distribution to such Association Member of the proceeds of any condemnation or settlement relating to a taking of any portion of the Association Property.

12.12. Notice to Eligible Mortgage Holders; Deemed Consent.

(a) The Association shall give prompt written notice to each Eligible Mortgage Holder of (and each Owner hereby consents to, and authorizes such notice):

(1) Any condemnation loss or any casualty loss which affects a material portion of the Association Property or any Lot subject to a First Mortgage or security interest held, insured, or guaranteed by such Eligible Mortgage Holder.

(2) Any delinquency in the payment of Common Expense assessments or charges owed by an Owner whose Lot is subject to a First Mortgage or security interest held, insured, or guaranteed, by such Eligible Mortgage Holder which remains uncured for a period of sixty (60) days.

(3) Any lapse, cancellation, or material modification of any insurance policy or fidelity coverage maintained by the Association.

(4) Any other matter with respect to which Eligible Mortgage Holders are entitled to notice or to give their consent as provided in this Declaration.

(b) To be entitled to receive notice of the matters set forth in this Section, the Eligible Mortgage Holder must send a written request to the Association, stating both its name and address and the Lot or address of the Lot on which it has (or insures or guarantees) the mortgage. Any Eligible Mortgage Holder or mortgagee who is notified of any matter for which it is entitled to notice as provided herein (such notice to be delivered by certified or registered mail, return receipt requested), and which fails to respond within forty-five (45) days of receipt of such notice shall be deemed to have consented, if applicable, to the matter of which the Eligible Mortgage Holder or mortgagee was provided notice.

12.13. Declarant's Power of Attorney. Notwithstanding any provision to the contrary contained in this Declaration or the Association Documents, the Declarant hereby reserves for itself, its successors, transferees and assigns, for a period of twenty (20) years from the date the first Lot is conveyed an Owner that is not a Participating Builder or the Declarant, or until it conveys title to all of the Lots whichever occurs first, the right to execute on behalf of the Association and all contract purchasers, Owners, Association Members, Eligible Mortgage Holders, Mortgagees, and other lien holders or parties claiming a legal or equitable interest in any portion of the Property or Project, including without limitations, any Lot or the Association Property, any agreements, documents, amendments or supplements to this Declaration and the Association Documents which may be required by FNMA, FHA, VA, FHLMC, GNMA, Sussex County, Delaware, any governmental or quasi-governmental agency or authority having regulatory

jurisdiction over the Association, Association Property, Property, Project, any Lot, any public or private utility company designated by the Declarant, any institutional lender or title insurance company designated by the Declarant, or as may be required to comply with the federal Fair Housing Act, or to comply with other applicable Laws or to correct any typographical or clerical errors or correct any ambiguity in the text of this Declaration; together with any and all other documents, instruments or agreements, including by way of illustration and not limitation; deeds, transfer tax affidavits, agreements, closing statements, with respect to any of the rights, title and authorizations, and acts reserved by or provided to the Declarant under this Declaration; or as otherwise expressly reserved by or granted to Declarant hereunder.

(a) By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interest in any portion of the Property or Project, including without limitations, the Lot or Association Property, each and every such contract purchaser, Owner, Association Member, Eligible Mortgage Holder, mortgagee or other lien holder or party having a legal or equitable interest in any portion of the Property or Project, including without limitations, any Lot or the Association Property does automatically and irrevocably name, constitute, appoint and confirm the Declarant, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing any and all such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing rights, duties and obligations subject to the limitations set forth herein.

(b) No such agreement, document, amendment, supplement or other instrument which adversely affects the value of a Lot, or substantially increases the financial obligations of an Owner, or reserves any additional or special privileges for the Declarant not previously reserved, shall be made without the prior written consent of the affected Owner(s) and all Mortgagees of any Mortgage encumbering the Lots owned by the affected Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any Mortgage that encumbers any Lot or the Association Property shall not be made without the prior written consent of all such Mortgagees.

(c) The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to the Property and Project, including, without limitations, each Lot and the Association Property, shall be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in the Declarant, its successors, transferees and assigns for a period of twenty (20) years from the date the first Lot is conveyed to an Owner that is not a Participating Builder or Declarant, or until Declarant conveys title to the last Lot, whichever occurs first. Each Owner covenants and agrees to execute and deliver to Declarant an irrevocable power of attorney coupled with an interest in form and content consistent with this Section to be recorded in the Recorder's Office at the Owner's sole cost which shall run with and bind the Lot for a period of twenty (20) years as specified above.

(d) To accomplish the foregoing, each Owner covenants and agrees, by acceptance of a deed to its Lot from the Declarant, to execute, acknowledge and deliver an

Irrevocable Power of Attorney Coupled with an Interest substantially in the form and content of Exhibit "C" attached hereto and made a part hereof.

12.14. Successors of Declarant.

(a) Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument, in writing, without notice to any Association Member or the Association, to one or more successors or assigns (hereinafter referred to as an "Assignee").

(b) Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to the following:

(1) Neither any Participating Builder nor Declarant shall assume or be responsible for any liabilities, warranties or obligations which have or may accrue to the other, including, but not limited to, any liabilities, warranties or obligations concerning any Lots or Association Property, any buildings or other improvements constructed, or to be constructed, by or on behalf of the other, nor shall such Lots or Association Property or any buildings or other improvements be deemed to be part of any contract, or to constitute the basis of the bargain, between Declarant and any Lot purchaser;

(2) No Participating Builder makes any representation or warranty whatsoever, whether express or implied, with respect to any Lots, Association Property, Facilities, buildings or other improvements constructed or sold by parties other than the Participating Builder, nor has any Participating Builder authorized any other party to make any such representation or warranty, and such other parties are without legal authority to enforce or make any such representation or warranty. No Participating Builder shall assume or be responsible for, and each Lot Owner expressly waives any and all claims against each Participating Builder for, any liabilities, warranties or obligations which have or may accrue to Declarant or any Assignee under the Declaration or pursuant to law in connection with Declarant's or any Assignee's status as Declarant under this Declaration, or in connection with Declarant's or any Assignee's development of all or any real property subjected, or to be subjected, to this Declaration, including, but not limited to, any liabilities, warranties or obligations concerning any Lots or the Association Property, or dwelling units or other improvements constructed, or to be constructed, by or on behalf of Declarant or any Assignee;

(3) Declarant makes no representation or warranty whatsoever, whether express or implied, with respect to any Lots or Association Property, or Facilities, buildings or other improvements constructed or sold by parties other than Declarant, nor has Declarant authorized any other party to make any such representation or warranty, and such other parties are without legal authority to enforce or make any such representation or warranty. Declarant shall not assume or be responsible for, and each Lot Owner expressly waives any and all claims against Declarant for, any liabilities, warranties or obligations which have or may accrue to any Participating Builder or any Assignee under this Declaration or pursuant to law in connection with such Participating Builder's or any Assignee's status as Declarant under this Declaration, or in connection with such Participating Builder's or any Assignee's development of

all or any real property subjected, or to be subjected, to this Declaration, including, but not limited to, any liabilities, warranties or obligations concerning any Lots, or the Association Property, or dwelling units or other improvements constructed, or to be constructed, by or on behalf of such Participating Builder or any Assignee.

12.15. Arbitration.

(a) Notwithstanding any provision of this Declaration or the Association Documents to the contrary, but subject to all applicable Laws, if, after good faith efforts to negotiate a satisfactory solution have failed, any dispute that cannot be resolved between (i) the Declarant (including any of the Declarant's employees, agents, or contractors) and (ii) the Association and/or any Owner or Owners, such dispute will be submitted to arbitration in accordance with this Section, unless an alternative dispute resolution procedure is agreed to by the parties to the dispute. As used in this Section 12.15(a), the term "dispute" includes any controversy or claim, including, without limitation, any claim based on contract, tort, or statute, arising out of or relating to (1) the rights or obligations of such parties under this Declaration, the Association Documents, or any rules promulgated by the Board or the ARC or (2) the design, construction, or warranty of the Association Property. Upon the request of a party to a dispute, the issue shall be adjudicated in accordance with the provisions of the Arbitration Act and the rules of the American Arbitration Association applicable to such disputes, to the extent such rules are not inconsistent with such Arbitration Act.

(b) Any party may commence the arbitration process called for in this Section by filing a written demand for arbitration in accordance with the Arbitration Act, with a copy to the other party. The arbitration shall be conducted at a location determined by the arbitrator in Delaware and will be administered in accordance with the provisions of the Arbitration Act in effect at the time of filing of the demand for arbitration, or such other rules and procedures that are agreed to by all parties. The parties covenant that they will participate in the arbitration in good faith and that they will share equally in the fees and expenses of the arbitrator.

(c) The arbitrator shall determine which is the prevailing party and shall include in the award payment by the non-prevailing party of the prevailing party's reasonable attorneys' fees and expenses. The provisions of this Section and any judgment rendered by the arbitrator may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

(d) **EVERY OWNER, ASSOCIATION MEMBER, MORTGAGEE, AND ALL OTHER PARTIES WITH AN INTEREST IN ANY PORTION OF THE LOTS OR ASSOCIATION PROPERTY COVENANT AND AGREE TO HAVE ALL DISPUTES DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THIS SECTION AND RELINQUISH ANY RIGHTS THAT MAY BE AVAILABLE TO HAVE SUCH MATTERS LITIGATED IN A COURT OR BY JURY TRIAL, INCLUDING JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. THE REFUSAL BY A PARTY TO SUBMIT TO ARBITRATION IN ACCORDANCE WITH THIS SECTION MAY RESULT IN THE PARTY BEING COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW. FAILURE TO SUBMIT A DISPUTE TO ARBITRATION SHALL BE A**

VIOLATION OF THESE DOCUMENTS AND SUCH PARTY SHALL BE RESPONSIBLE FOR REASONABLE ATTORNEYS' FEES, SHALL BECOME A BINDING, PERSONAL OBLIGATION OF THE PARTY OTHERWISE RESPONSIBLE FOR SUCH VIOLATION AND SHALL ALSO BE A LIEN UPON THE LOT OF SUCH PARTY.

12.16. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any portion of the Association Property by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any portion of the Association Property.

12.17. Declarant Reserved Rights. No amendment to this Declaration or the Association Documents may remove, revoke, or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant or any successors or assignees of the Declarant and no amendment to this Declaration or the Association Documents may remove, revoke, or modify any right, reservation or privilege of a Participating Builder without the prior written consent of the Participating Builder.

12.18. Perpetuities. If any of the covenants, conditions, easements, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Joseph R. Biden, current President of the United States of America.

12.19. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration or to aid in the construction or interpretation of this Declaration. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders. The numbered paragraphs that appear within each of the Articles are sometimes referred to as "Section."

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused its seal to be affixed and these presents to be signed by its member hereunto duly authorized as of the Effective Date.

SEALED AND DELIVERED
IN THE PRESENCE OF:

CMF CANNON L.L.C.,
a Delaware limited liability company

By: _____ (SEAL)

DRAFT

STATE OF DELAWARE)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20__, personally came before me, the Subscriber, a Notary Public for the State of Delaware, _____, as _____ of CMF CANNON L.L.C., a Delaware limited liability company, party to this Indenture, known to me personally to be such and acknowledged this Indenture to be his act and deed and the act and deed of such limited liability company.

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

Notary Public

Print Name
My Commission Expires: _____

EXHIBIT “A”

CHANNEL POINTE

LEGAL DESCRIPTION

[TO BE INSERTED]

DRAFT

EXHIBIT “B”

EXPANSION PROPERTY

Any and all property located within five (5) miles of such property listed on Exhibit “A” hereto.

EXHIBIT "C"

IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST

Tax Parcel No. _____

Prepared By and Return to:

_____, Esquire

**IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST
CHANNELPOINTE**

KNOW ALL MEN BY THESE PRESENTS that I/We, _____, owner(s) of that certain lot, piece or parcel of land, together with any improvements thereon, situate in Baltimore Hundred, Sussex County, Delaware, and known as Lot ___, Phase ___ (the "Lot") on the Final Subdivision Plat for Channel Pointe prepared by _____, dated _____, last revised on _____, said plan being recorded in the Recorder's Office at Plat Book ___, Page ___, as such Plat may be subsequently supplemented or amended from time to time (collectively, as supplemented and amended, the "Master Plan"), hereby make(s), constitute(s), and appoint(s) CMF CANNON L.L.C., a Delaware limited liability company, its successors and assigns, acting by and through its manager or authorized member or designated attorney-in-fact ("Attorney"), to be my/our true and lawful attorney, and in my/our name, place and stead and in my/our behalf, to do and execute all or any of the following acts, deeds and things, that is to say:

To do, make, file, execute, acknowledge, deliver and record any and all manner and description of instruments, agreements, plans, applications, authorizations, documents, deeds, easements, restrictions, causes of action, appeals, modifications, and amendments (collectively, the "Documents") and any other undertakings as may be required to amend, modify or otherwise change any and all Documents, of record or not of record, with respect to, applicable to, or affecting the Lot and the Project and Property (both as defined in the Master Declaration of Covenants, Conditions, Easements and Restrictions For The Community Of "Channel Pointe," dated _____, 20__, and of record in the Recorder's Office at Book _____, Page _____ (the "Master Declaration")), including, by way of example but not of limitation, (1) the Master Declaration; (2) the Certificate of Incorporation of the Association, and (3) the By-Laws of the Association, together with any and all variances, special exceptions or other zoning or subdivision actions or proceedings (and any applicable appeals), amendments, modifications or supplements thereto or thereof, and any and all instruments or documents collateral thereto, which my/our Attorney, in its sole subjective and absolute discretion, deems necessary or advisable, as provided under Sections 12.9 and 12.13 of Article XII of the Declaration, the terms of which are expressly incorporated herein by reference; provided that any such act, deed or thing shall not amend, modify or otherwise alter or change the existing property lines of the Lot and shall be undertaken and accomplished in accordance with all applicable Federal, State and County statutes,

laws, ordinances, regulations or other governmental enactments or regulations (the “Regulations”) (collectively, the “Permitted Activities”).

To do, make, execute, acknowledge, deliver and record any and all manner and description of actions, instruments, agreements, documents, amendments and any other undertakings, together with any and all amendments, modifications or supplements thereto or thereof, and any and all instruments or documents collateral thereto, which Attorney, in its sole subjective and absolute discretion, deems necessary or advisable with respect to the Permitted Activities; provided that any such Permitted Activities shall not amend, modify or otherwise alter or change the existing property lines of the Lot and shall be undertaken and accomplished in accordance with the Regulations.

To cause each or all of the Documents to be amended by filing with the Recorder's Office any and all instruments, documents and plans, together with any amendments thereto, as may be necessary, in my/our Attorney's sole subjective and absolute discretion, to correct any clerical or typographical errors, ambiguities, title questions or defects, or conflicts with or to comply with any and all applicable Regulations.

Without in any way detracting from the hereinabove authorized powers, I/we specifically request and authorize that my/our hereinabove designated true and lawful Attorney be authorized and directed to take any and all such action which it deems necessary or advisable, in its sole subjective and absolute discretion, for the purposes provided above.

Hereby giving unto my/our said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or convenient to be done for the purposes herein stated and in and about the Lot, Project or Property, as fully to all intents and purposes as I/we might or could do if personally present and acting, with full power of substitution and revocation, hereby ratifying and confirming all that my/our Attorney or substitute shall lawfully do or cause to be done by virtue hereof.

And I/we hereby, for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, confirm and agree to ratify and confirm whatsoever my/our Attorney may lawfully do by virtue of these presents, it being understood that this instrument is intended to be and is an Irrevocable Power of Attorney Coupled With An Interest, and that this instrument shall bind all future owners of the Lot and shall run with and bind the Lot for period commencing on the date of recordation of the Master Declaration and ending on the later of (i) the date the Attorney no longer owns all or any portion of the Project or Property or (ii) the date which is twenty (20) years after the date that the last lot is sold by Attorney to a third party.

This Power of Attorney Coupled With An Interest is coupled with an interest and irrevocable and shall not be revoked or affected by my/our subsequent disability or incapacity, it being my/our intention that this Power of Attorney Coupled With An Interest be a durable Power of Attorney pursuant to 12 Del. C. Ch. 49, and is intended to be construed according to Delaware law.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

GENERAL NOTES:

- ALL CONSTRUCTION AND MATERIALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STATE OF DELAWARE STATE HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS, DATED AUGUST 2016 AND THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK, DATED APRIL 2016, AND ALL AMENDMENTS THERETO.
- EXISTING UTILITIES, UNLESS OTHERWISE NOTED ON THE PLANS, ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT "MISS UTILITY" 1-800-282-8555 (3) THREE DAYS PRIOR TO CONSTRUCTION IN ORDER TO VERIFY AND ALLOW FOR THEIR LOCATION AND DEPTH IN THE FIELD.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE. ANY AND ALL DAMAGES DUE TO EXISTING UTILITIES DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPETENTLY REPAIRED AT HIS/HER EXPENSE.
- THE CONTRACTOR SHALL PRESERVE ALL TREES ON THE SITE EXCEPT WHERE NECESSARY TO CONSTRUCT PROPOSED BUILDINGS, UTILITIES, DRIVEWAYS, OR PARKING AREAS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSING AND INSURANCE REQUIRED FOR CONSTRUCTION.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETELY AND ADEQUATELY CONTROL WATER PRESENT IN THE EXCAVATION. THE CONTRACTOR SHALL PROVIDE FOR THE DISPOSAL OF WATER REMOVED FROM EXCAVATIONS, IN SUCH A MANNER AS SHALL NOT CAUSE DAMAGE TO PUBLIC OR PRIVATE PROPERTY OR TO ANY PORTION OF THE WORK COMPLETED OR IN PROGRESS OR CAUSE ANY IMPEDIMENT TO THE USE OF ANY AREA BY THE PUBLIC, IF APPLICABLE. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN THE NECESSARY DEWATERING WELL PERMITS FROM THE STATE OF DELAWARE, DNR/EC PRIOR TO EXCAVATION.
- NO DEBRIS WILL BE BURIED ON THIS SITE.
- PLAN LOCATION AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS.
- THIS SITE IS LOCATED ENTIRELY IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (100-YEAR FLOOD) AS DESIGNATED ON THE FLOOD INSURANCE RATE MAPS NUMBER 10050C032K (LAST REVISED 16th MARCH 2015).
- NO SITE PREPARATION, SITE DISTURBANCE, EXCAVATION OR OTHER CONSTRUCTION ACTIVITY SHALL TAKE PLACE UNTIL ALL PERMITS HAVE BEEN ACQUIRED BY THE DEVELOPER AND THE SITE PLAN HAS BEEN APPROVED AND RECORDED, IF APPLICABLE.
- THIS DRAWING DOES NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
- COPYRIGHT © 2020. MERESTONE CONSULTANTS, INC. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED, OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF MERESTONE CONSULTANTS, INC. COPIES OF THIS PLAN WITH/OUT COLORED INK IMPRESSION AND A RAISED IMPRESSION SEAL ARE NOT VALID.
- THE STATE OF DELAWARE CRITICAL AREA MAPS WERE REVIEWED FOR THIS SITE AND NO STATE OR FEDERALLY REGULATED WETLAND AREAS WERE FOUND TO EXIST.
- IF THE SECTION OF PARCEL 70.01 IS TO BE BOUGHT, A LOT LINE ADJUSTMENT SHALL BE SHOWN ON THE PLAN REMOVING THE ADJOINING PROPERTY LINE (AREA BEING BOUGHT) BETWEEN 74.00 & 70.01.
- THE STATE OF DELAWARE CRITICAL AREA MAPS WERE REVIEWED FOR THIS SITE AND NO STATE OR FEDERALLY REGULATED WETLAND AREAS WERE FOUND TO EXIST.
- GRADING AND LANDSCAPING PLANS SHALL BE REQUIRED FOR FINAL SITE PLAN APPROVAL BY THE COMMISSION.

PROJECT NOTES:

- The loading berth area is designated at the rear of the building, within the aisle way, adjacent to the kitchen. deliveries are generally done in the morning while the restaurant is not open for business.
- This plan, in part, supersedes the Commercial Site Plan for Key Properties Group, LLC (S-17-08) as approved by Sussex County Planning and Zoning Department on January 11, 2019. revisions to the plan are as follows:
 - A take-out area has been added to the main restaurant building.
 - The existing masonry & frame structure will be developed into a commercial restaurant.
 - The owner/developer has entered into a purchase and sale agreement with the Villas at Bay Crossing for additional parking.
- In accordance with Section § 115-154 Modification of requirements, "Where, in the judgment of the Planning and Zoning Commission, the parking requirements listed in § 115-162 are clearly excessive and unreasonable, the Commission may modify the requirements." The Owner/Developer is requesting relief from the parking requirements for the following reasons:
 - Given that location of a DART park and ride, which is within walking distance of the restaurant, our employees will not be permitted to use parking on site. Therefore, we are allocating only 4 spaces for employee use.
 - A covered structure for uber/taxi pick up and drop off will be provided.
 - Due to COVID-19 and the continued demand for outdoor dining, we are providing take-out services and maximizing outdoor dining on the site. We believe that this demand will continue for the foreseeable future.
 - As you can see our plan provides for 79 parking spaces, we ask that you consider the items described here and allow for a waiver of 14 spaces.

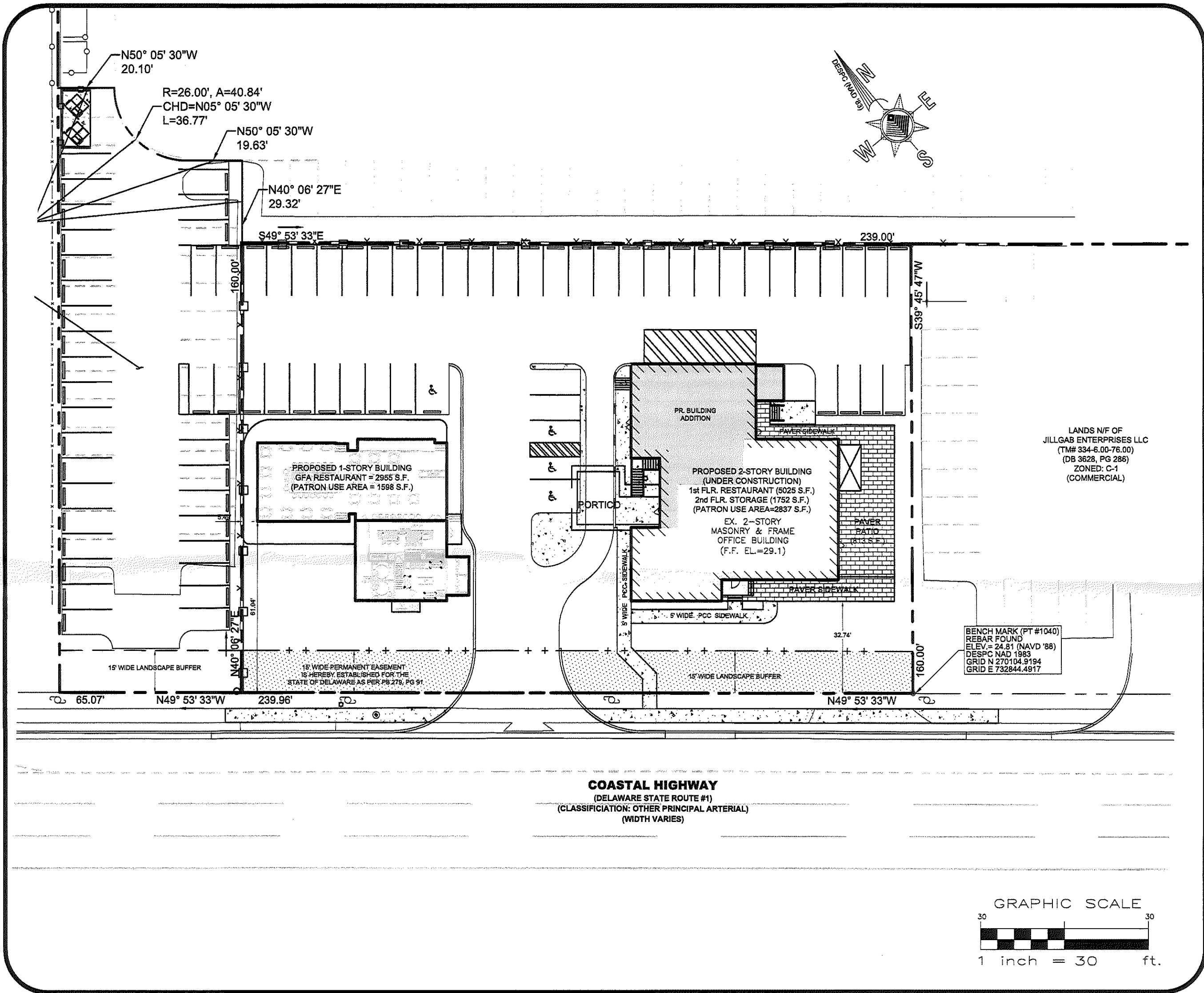
DELDOT GENERAL NOTES: (LAST REVISED MARCH 21, 2019)

- ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATIONS (DELDOT'S) CURRENT DEVELOPMENT COORDINATION MANUAL AND SHALL BE SUBJECT TO ITS APPROVAL.
- NO LANDSCAPING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAY UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL.
- SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT DISTANCE OF A DRIVER PREPARING TO ENTER THE ROADWAY ARE PROHIBITED WITHIN THE DEFINED DEPARTURE SIGHT TRIANGLE AREA ESTABLISHED ON THIS PLAN. IF THE ESTABLISHED DEPARTURE SIGHT TRIANGLE AREA IS OUTSIDE THE RIGHT-OF-WAY OR PROJECTS ONTO AN ADJACENT PROPERTY OWNERS LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
- UPON COMPLETION OF THE CONSTRUCTION OF THE SIDEWALK OR SHARED-USE PATH ACROSS THIS PROJECT'S FRONTAGE AND PHYSICAL CONNECTION TO ADJACENT EXISTING FACILITIES, THE DEVELOPER, THE PROPERTY OWNERS OR BOTH ASSOCIATED WITH THIS PROJECT, SHALL BE RESPONSIBLE TO REMOVE ANY EXISTING ROAD TIE-IN CONNECTIONS LOCATED ALONG ADJACENT PROPERTIES, AND RESTORE THE AREA TO GRASS. SUCH ACTIONS SHALL BE COMPLETED AT DELDOT'S DISCRETION, AND IN CONFORMANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
- PRIVATE STREETS CONSTRUCTED WITHIN THIS SUBDIVISION SHALL BE MAINTAINED BY THE DEVELOPER. THE PROPERTY OWNERS WITHIN THIS SUBDIVISION OR BOTH (TITLE 17 §151), DELDOT ASSUMES NO RESPONSIBILITIES FOR THE FUTURE MAINTENANCE OF THE STREET RIGHTS IN, RIGHTS OUT DESIGN VEHICLE: SU-30
- THE SIDEWALK SHALL BE THE RESPONSIBILITY OF THE DEVELOPER. THE PROPERTY OWNERS OR BOTH WITHIN THIS SUBDIVISION. THE STATE OF DELAWARE ASSUMES NO RESPONSIBILITY FOR THE FUTURE MAINTENANCE FOR THE SIDEWALK.
- TO MINIMIZE CUTTING AND EROSION OF THE ROADSIDE DUE TO ON-STREET PARKING, DRIVEWAY AND BUILDING LAYOUTS MUST BE CONFIGURED TO ALLOW FOR VEHICLES TO BE STORED IN THE DRIVEWAY BEYOND THE RIGHT-OF-WAY, WITHOUT INTERFERING WITH SIDEWALK ACCESS AND CLEARANCE.
- THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
- THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MARKERS TO PROVIDE A PERMANENT REFERENCE FOR RE-ESTABLISHING THE RIGHT-OF-WAY AND PROPERTY CORNERS ON LOCAL AND HIGHER ORDER FRONTAGE ROADS. RIGHT-OF-WAY MARKERS SHALL BE SET AND/OR PLACED ALONG THE FRONTAGE ROAD RIGHT-OF-WAY AT PROPERTY CORNERS AND AT EACH CHANGE IN RIGHT-OF-WAY ALIGNMENT IN ACCORDANCE WITH SECTION 3.2.4.2 OF THE DEVELOPMENT COORDINATION MANUAL.
- A PERPETUAL CROSS ACCESS INGRESS/EGRESS EASEMENT IS HEREBY ESTABLISHED AS SHOWN ON THIS PLAN.
- THIS COMMERCIAL PARCEL HAS DIRECT FRONTAGE ALONG COASTAL HIGHWAY, DELAWARE STATE ROUTE 1, WHICH HAS A FUNCTIONAL CLASSIFICATION OF PRINCIPAL ARTERIAL/PREVENTED INTERSTATE AS DETERMINED BY THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION. PER SECTION 3.6.1 OF THE DELDOT DEVELOPMENT COORDINATION MANUAL (DCM); IT IS THE DEVELOPER'S RESPONSIBILITY TO EVALUATE NOISE LEVELS AND THEIR IMPACTS ON PROPOSED DEVELOPMENT, FOR PROJECTS ADJACENT TO EXISTING TRANSPORTATION FACILITIES WITH THIS FUNCTIONAL CLASSIFICATION. ROADWAYS WITH THIS CLASSIFICATION CAN BE EXPECTED TO GENERATE ELEVATED LEVELS OF ROAD AND TRAFFIC RELATED NOISE, SIMILAR TO WHAT CAN BE EXPECTED IN URBAN AREAS. A DETAILED NOISE ANALYSIS PER DCM 3.6 IS TYPICALLY RECOMMENDED TO HELP GAUGE THE ACTUAL IMPACTS THAT ROADWAY RELATED NOISE MAY HAVE ON VARIOUS POTENTIAL LAND-USES (SUCH AS THOSE DESCRIBED IN DCM FIGURE 3.6.3-A: NOISE ABATEMENT CRITERIA). WITH THE INCLUSION OF THIS NOTE, THE DEVELOPER IS ACKNOWLEDGING THAT THE PROPOSED SITE AND/OR BUILDING LOCATION CAN BE EXPECTED TO EXCEED THE SPECIFIC MAXIMUM NOISE LEVELS FOR CERTAIN COMMERCIAL AND NON-RESIDENTIAL USES AS SHOWN IN DCM FIGURE 3.6.3-A. THE DEVELOPER'S WAIVER OF THE NOISE ANALYSIS AND REVIEW OR POTENTIAL NOISE MITIGATION MEASURES ARE SUPPORTED BY THE INFEASIBILITY OF APPLYING NOISE MITIGATION MEASURES, BASED ON ENGINEERING CONSIDERATIONS AND FACTORS THAT WOULD LIMIT THE ABILITY TO ACHIEVE SUBSTANTIAL NOISE REDUCTION, RELATED TO THE COMMERCIAL USE OF THE SITE AND/OR BUILDINGS. THIS WAIVER ACKNOWLEDGES THAT THE DECIBEL LEVEL FOR THIS PARCEL MAY EXCEED THE APPLICABLE LIMITS FOR SOME CURRENT OR FUTURE PROPOSED USES. THE USE OF THIS NOTE SIGNIFIES THE SUBDIVISION ENGINEERS CONCURRENCE WITH WAIVING THE DEVELOPERS COMPLETION OF A DETAILED NOISE STUDY AND SUBSEQUENT REVIEW OF RESULTING NOISE ABATEMENT FINDINGS OR MITIGATION MEASURES. ANY FUTURE COMPLAINTS RELATING TO EXISTING OR FUTURE NOISE LEVELS IMPACTING PROPOSED USES ON THIS SITE AND ALONG THIS EXISTING TRANSPORTATION FACILITY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR LAND OWNER OR BOTH.

REVISED COMMERCIAL SITE PLAN (S-17-08)

FOR PROPERTY KNOWN AS:

LANDS OF KEY PROPERTIES GROUP, LLC



SITE LOCATION PLAN

(SCALE: 1"=30')

TAX PARCEL NO. 334-6.00-74.00 & 70.01

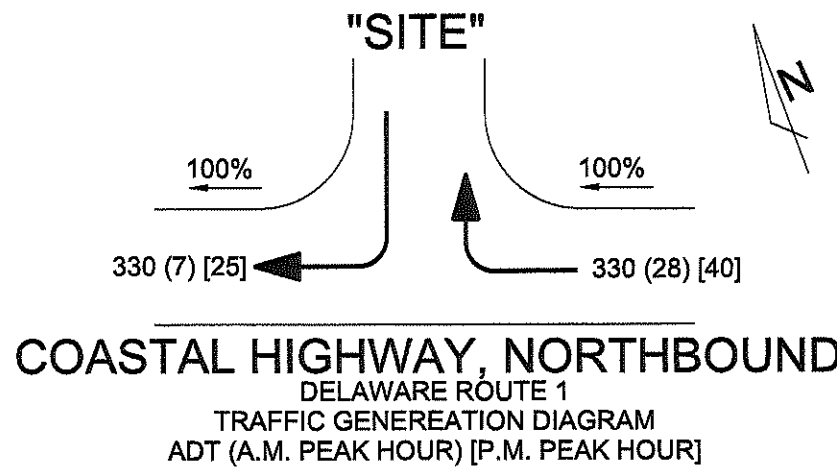
SITUATE IN

LEWES & REHOBOTH HUNDRED

NORTH REHOBOTH BAY WATERSHED

SUSSEX COUNTY * STATE OF DELAWARE

SITE TRAFFIC GENERATION DIAGRAM & GENERAL INFORMATION



ROAD TRAFFIC DATA:
FUNCTIONAL CLASSIFICATION - OTHER PRINCIPAL ARTERIAL - DE 1, COASTAL HIGHWAY
POSTED SPEED LIMIT - 45 MPH
AADT = 61,329 TRIPS (FROM DELAWARE VEHICLE VOLUME SUMMARY 2019)
10 YEAR PROJECTED AADT = 1,18 X 61,329 TRIPS = 71,142 TRIPS
10 YEAR PROJECTED AADT + SITE TRIPS = 71,792 TRIPS
TRAFFIC PATTERN GROUP - 8 (FROM DELAWARE VEHICLE VOLUME SUMMARY 2019)
PEAK HOUR = 12.04% X 71,792 = 8,644 TRIPS

SITE TRAFFIC DATA:
SOURCE: ITE TRIP GENERATION MANUAL 9TH EDITION
QUALITY RESTAURANT (931)
ONE ENTRANCE - RIGHTS IN, RIGHTS OUT
DESIGN VEHICLE: SU-30
7.87 KSF QUALITY RESTAURANT UNITS X 83.84 = 660 TOTAL TRIPS
DIRECTIONAL DISTRIBUTION:
100% FROM THE EAST = 330 ADT (28 AM PK) [40 PM PK]
100% TO THE WEST = 330 ADT (7 AM PK) [25 PM PK]
6.42% TRUCKS & BUSES X 660 = 42

Ref: 10th edition of the TRIP GENERATION

OWNER'S CERTIFICATION

I, ELMER FANNIN HEREBY CERTIFY THAT KEY PROPERTIES GROUP, LLC IS THE LEGAL OWNER OF THE PROPERTY SHOWN ON THIS PLAN. THAT THE PLAN WAS MADE AT ITS DIRECTION, THAT IT ACKNOWLEDGES THE SAME TO BE ITS ACT, AND DESIRES THE PLAN TO BE RECORDED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS..

ELMER FANNIN
KEY PROPERTIES GROUP, LLC
610 MARSHALL STREET
MILFORD, DE 19963
PHONE: (302) 285-2257 EXT.410

DATE

ENGINEER'S CERTIFICATION

I, ROGER A. GROSS, P.E., DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF DELAWARE, AND THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLIES WITH THE APPLICABLE STATE & LOCAL REGULATIONS AND ORDINANCES.

ROGER A. GROSS, P.E. (DELAWARE REG. NO. 7842)
MERESTONE CONSULTANTS, INC.
6215 WEST WOODMILL DRIVE
LEWES, DELAWARE 19958
PHONE: (302) 226-5680

DATE

SHEET INDEX:

COVER PLAN AND NOTES
PROPOSED SITE PLAN
EXISTING CONDITIONS PLAN

SHEET 1 OF 3
SHEET 2 OF 3
SHEET 3 OF 3

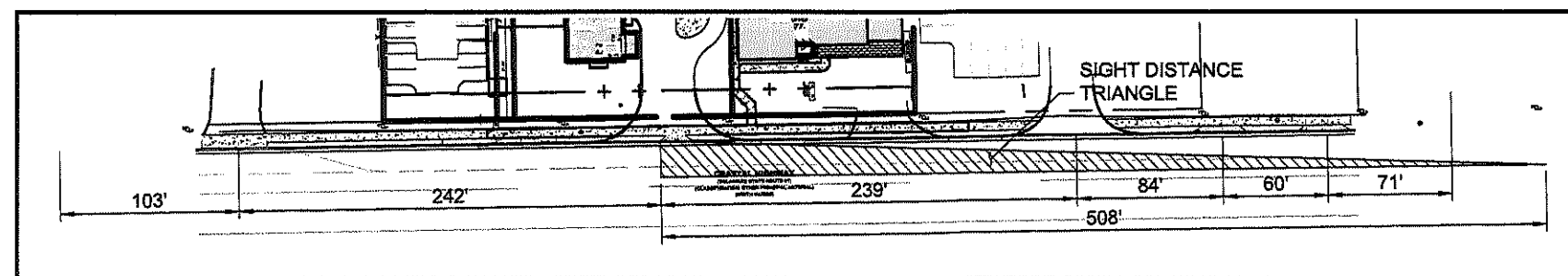
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11/30/21	PER CLIENT REVIEW	R.A.G.	
4/20/21	PER SUSSEX P & Z REVIEW	R.A.G.	
11/3/21	PATIO AREA & PARKING REQ.	R.A.G.	
11/30/20	PATRON AREA & PARKING REQ.	R.A.G.	
11/12/20	PATRON AREA	R.A.G.	
11/06/20	PATRON AREA	R.A.G.	
DATE	REVISION	CHKD.	

MERESTONE CONSULTANTS, INC.
ENGINEERS - PLANNERS - SURVEYORS

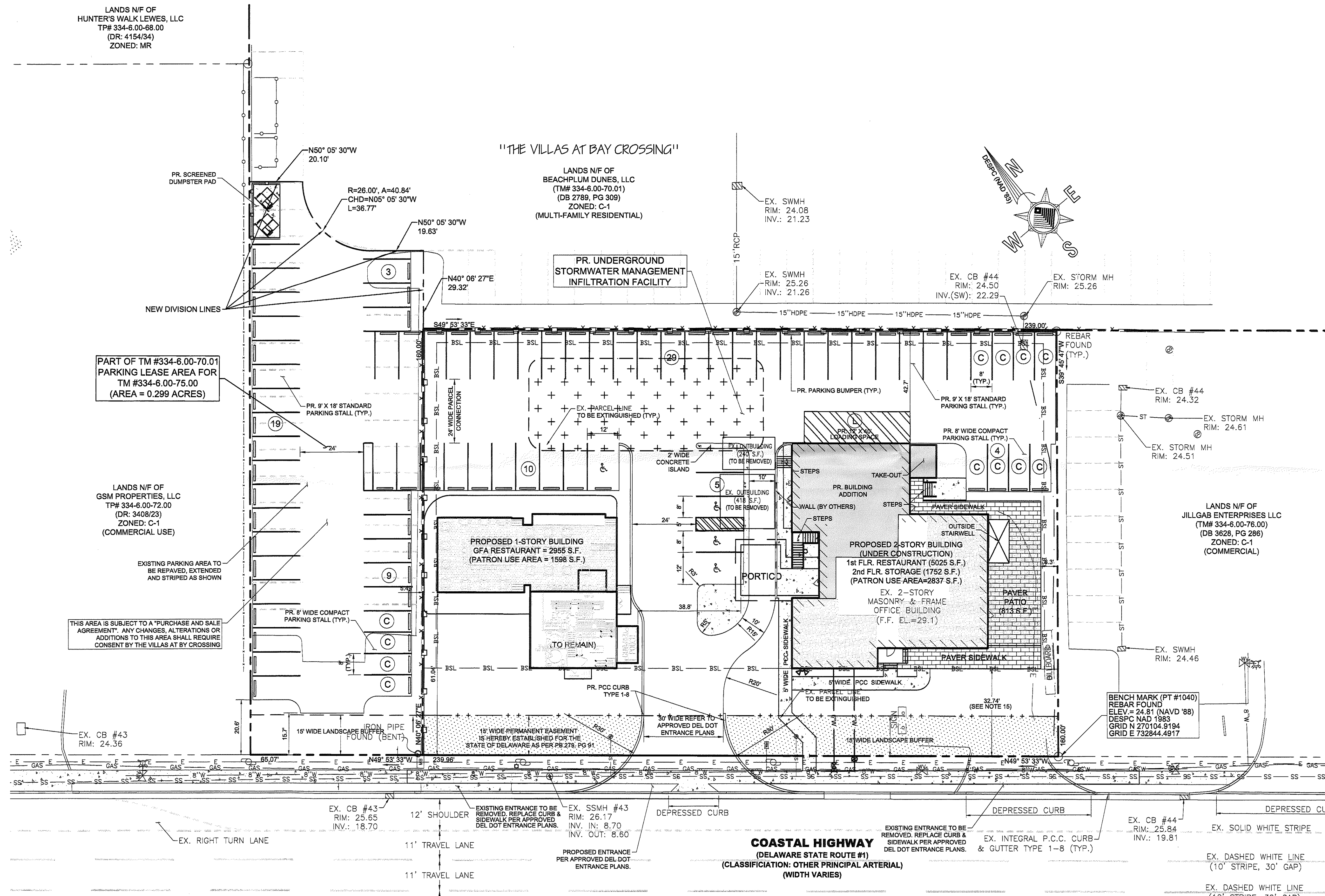
6215 WEST WOODMILL DRIVE 33516 CROSSING AVENUE, UNIT 1
WILMINGTON, DE 19808 FIVE POINTS SQUARE
LEWES, DE 19958
PH: 302-992-7900
FAX: 302-992-7911

DATE: 25 JANUARY 2018 SHEET#: 1 of 3

PLAN #: 24041L-328353



SIGHT TRIANGLE & ADJACENT ENTRANCE DETAIL
(SCALE: 1"=100')



LEGEND

PROPERTY LINE	BSL	BSL
BUILDING SETBACK LINE	R/W	R/W
RIGHT-OF-WAY LINE	+	+
EASEMENT LINE	+	+
CENTERLINE		
TREELINE		
LIMIT OF DISTURBANCE		
	EXISTING	PROPOSED
SANITARY SEWER	SS	SS
WATER LINE	W	W
STORM SEWER	E	E
ELECTRIC	E	E
CONTOUR		
HYDRANT		
SPOT ELEVATIONS		
CULVERT (W.F.E.S.)		
WATER LINE	W	W
GAS LINE	GAS	GAS
CAPPED REBAR SET		
IRON PIPE FOUND		
REBAR FOUND		
CONCRETE MONUMENT FOUND		
SOIL BORING		
FIRE DEPARTMENT CONNECTION		
MAIL BOX		
CLEAN OUT		
PR. SITE LIGHT		
NUMBER OF PARKING STALLS IN ROW		
COMPACT PARKING STALL (8' WIDE)		
LOADING BERTH (12' x 40')		
HANDICAP MARKER		
PR. SIGN		
PATIO		
CONCRETE		
LANDSCAPE BUFFER YARD		
BUILDING ADDITION		
PROPOSED STORMWATER FACILITY		

REVISED COMMERCIAL SITE PLAN (S-17-08)
PROJECT:
LANDS OF KEY PROPERTIES GROUP, LLC
ALSO KNOWN AS:
18315, 18321, & 18327 COASTAL HIGHWAY
SITUATE IN:
LEWES & REHOBOTH HUNDRED * SUSSEX COUNTY
STATE OF DELAWARE
TAX PARCEL #: 334-6.00-74.00 & 70.01
SCALE: 1"=20'

1/14/22	PER SUSSEX P & Z REVIEW	T.J.K.
11/30/21	PER CLIENT REVIEW	R.A.G.
4/20/21	PER SUSSEX P & Z REVIEW	R.A.G.
1/13/21	PATIO AREA & PARKING REQ.	R.A.G.
11/30/20	PATRON AREA & PARKING REQ.	R.A.G.
11/12/20	PATRON AREA	R.A.G.
11/06/20	PATRON AREA	R.A.G.
DATE	REVISION	CHKD.
DATE	DRAWN BY: RAG	DATE: 30 SEPTEMBER 2020 SHEET#: 2 OF 3

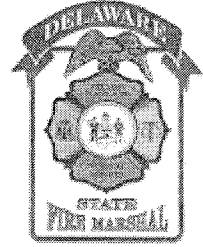
MERESTONE CONSULTANTS, INC.
ENGINEERS - PLANNERS - SURVEYORS
6215 WEST WOODMILL DRIVE 33516 CROSSING AVENUE, UNIT 1
WILMINGTON, DE 19808 FIVE POINTS SQUARE
PH: 302-992-7900 LEWES, DE 19958
FAX: 302-992-7911 PH: 302-226-6880

APPROVED: **PROFESSIONAL ENGINEER** DATE



OFFICE OF THE STATE FIRE MARSHAL
Technical Services

22705 Park Avenue
Georgetown, DE 19947



SFMO PERMIT

Plan Review Number: 2021-04-208006-MJS-01
Status: Approved as Submitted

Tax Parcel Number: 2-34-12.00-11.00
Date: 09/13/2021

Project

Hailey's Glen Amenity Area
Haileys Glen

Kielbasa Court
Lewes DE 19958

Scope of Project

Number of Stories:
Square Footage:
Construction Class:
Fire District: 82 - Lewes Fire Dept Inc

Occupant Load Inside:
Occupancy Code: 9625

Applicant

Hollis Bartkovich
303 North Bedford Street
Georgetown, DE 19947

This office has reviewed the plans and specifications of the above described project for compliance with the Delaware State Fire Prevention Regulations, in effect as of the date of this review.

A Review Status of "Approved as Submitted" or "Not Approved as Submitted" must comply with the provisions of the attached Plan Review Comments.

Any Conditional Approval does not relieve the Applicant, Owner, Engineer, Contractor, nor their representatives from their responsibility to comply with the plan review comments and the applicable provisions of the Delaware State Fire Prevention Regulations in the construction, installation and/or completion of the project as reviewed by this Agency.

A final inspection is required.

This Plan Review Project was prepared by:


Dennett Pridgeon

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2021-04-208006-MJS-01

Tax Parcel Number: 2-34-12.00-11.00

Status: Approved as Submitted

Date: 09/13/2021

PROJECT COMMENTS

- 1002 A** This project has been reviewed under the provisions of the Delaware State Fire Prevention Regulations (DSFPR) UPDATED March 11, 2016. The current Delaware State Fire Prevention Regulations are available on our website at www.statefiremarshal.delaware.gov. These plans were not reviewed for compliance with the Americans with Disabilities Act (ADA). These plans were not reviewed for compliance with any Local, Municipal, nor County Building Codes.
- 1040 A** This site meets Water Flow Table 2, therefore the following water for fire protection requirements apply: Main Sizes: 6" minimum. Minimum Capacity: 1,000 gpm @ 20 psi residual for 1 hour duration. Hydrant Spacing: 800' on center.
- 2710 A** The following items will be field verified by this Agency at the time of final inspection:
- 1408 A** All premises where emergency personnel may be called upon to provide emergency services, which are not readily accessible from streets, shall be provided with suitable gates, access roads, and fire lanes so that all buildings on the premises are accessible to emergency apparatus. (DSFPR Regulation 705, Chapter 5, Section 2).
- 1091 A** Emergency Services Access to buildings shall comply with DSFPR Regulation 705, Chapter 5, Section 3.0.
- 1092 A** Perimeter Access is that portion of the building that is accessible by emergency services personnel and is within 100 feet of a street and capable of supporting fire ground operations. (DSFPR Regulation 705, Chapter 5, Section 1.4.1). Perimeter Access minimum width shall be 15 feet measured from the face of the building at grade with a maximum slope of ten percent (10%). Plantings and utility services (includes condenser units, transformers, etc.) shall be permitted within the perimeter access, provided they do not interfere with the emergency services fire ground operations. (DSFPR Regulation 705, Chapter 5, Sections 3.5 and 4.5). If a physical barrier (fence, pond, steep slope, etc) prevents access, that portion of the building perimeter shall not be included in the calculation of



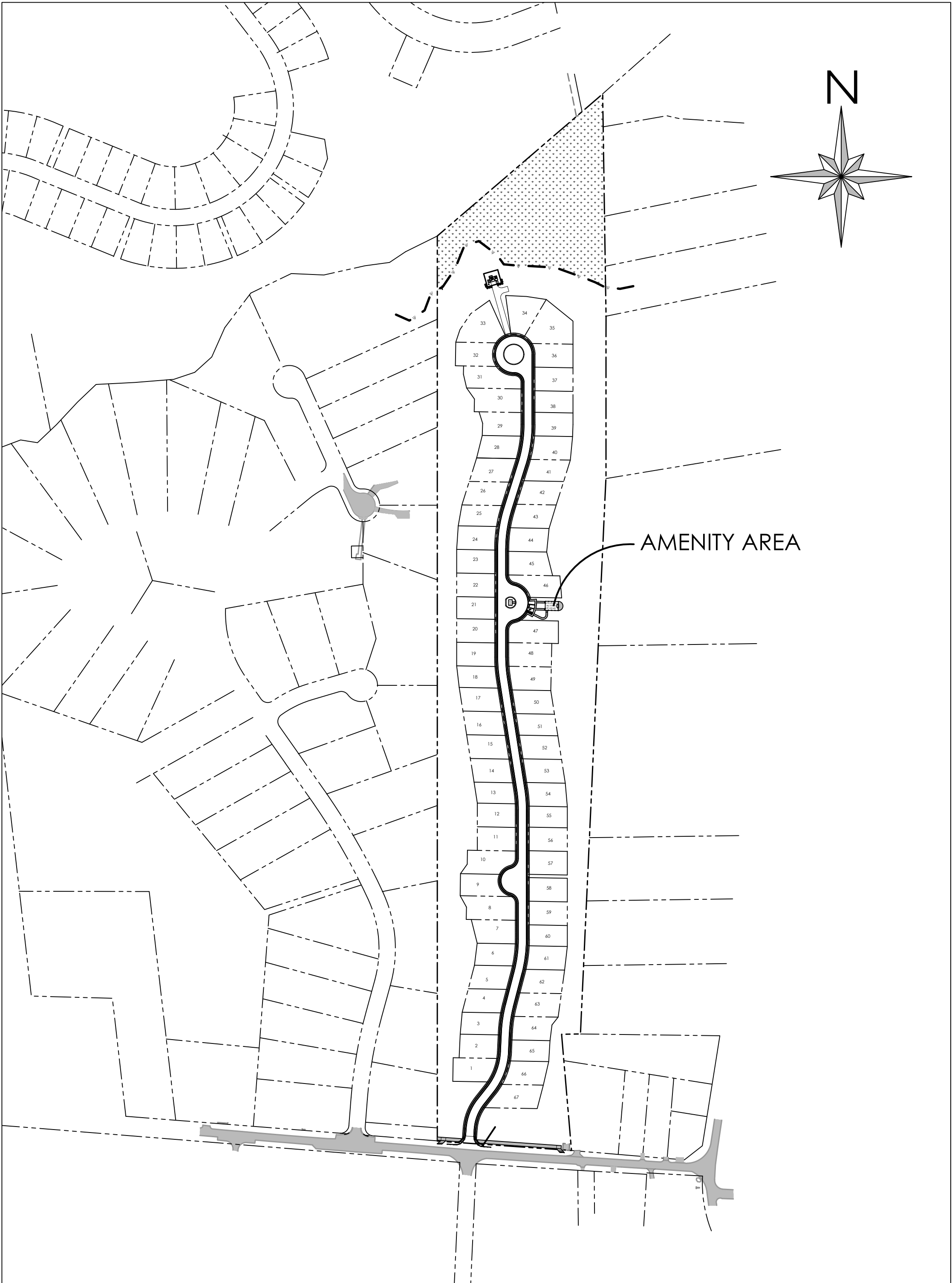
Percent of Perimeter Access. (DSFPR Regulation 705, Chapter 5, Sections 3.5.1 and 4.5.1).

- 1420 A All fire hydrants shall be marked and identified in accordance with DSFPR Regulation 705, Chapter 6, Section 2.0.**
- 1119 A All proposed fire hydrants and water mains shall be installed in accordance with the most current edition of the Delaware State Fire Prevention Regulations (DSFPR, Part II, Chapters 6 & 7).**
- 1132 A Fire hydrants shall be color coded in accordance with the DSFPR, Part III, Section 3 4. This includes both color coding the bonnet and 2" reflective tape around the barrel under the top flange.**
- 1232 A All threads provided for fire department connections, to sprinkler systems, standpipes, yard hydrants or any other fire hose connections shall be uniform to those used by the fire department in whose district they are located. DSFPR Part III,Section 1.1.5.1.**
- 1233 A The fire department that responds to this location is using 5? storz fittings on the steamer.**
- 1432 A The steamer connection of all fire hydrants shall be so positioned so as to be facing the street or fire lane. (DSFPR Regulation 705, Chapter 5, Section 10). The center of all hose outlet(s) on fire hydrants shall be not less than 18 inches above finalgrade (NFPA 24, Section 7.3.3).**
- 2500 A A final inspection is required for this project prior to occupancy (DSFPR Part I, Section 4-7). Contact this Agency to schedule this inspection. Please have the plan review number available. A MINIMUM OF FIVE (5) WORKING DAYS NOTICE IS REQUIRED.**

LEGEND

PROPERTY LINE	---	---
EASEMENT LINE	- - -	- - -
SETBACK LINE	---	---
SPOT ELEV. LABEL	x 19.25	19.25
MAJOR CONTOUR	- - - - -	100
MINOR CONTOUR	- - - - -	7
ROAD CENTERLINE	---	---
EDGE OF CONCRETE	---	---
EDGE OF PAVEMENT	---	---
EDGE OF GRAVEL	---	N/A
PAINT STRIPE	---	---
CURB	---	---
PAVEMENT HATCH	▨	▨
CONCRETE HATCH	▩	▩
BUILDING OUTLINE	---	---
SIDEWALK	---	---
SIDEWALK HATCH	▨	▨
SIGN	⊙	⊙
EDGE OF WETLAND	---	N/A
STORM MANHOLE	⊙	⊙
CURB INLET	⊙	⊙
YARD INLET	⊙	⊙
STORM PIPE	---	---
RIP RAP	▨	▨
SANITARY MANHOLE	N/A	⊙
SANITARY CLEANOUT	N/A	⊙
SANITARY PIPE	N/A	---
WATER VALVE	N/A	WV
WATER PIPE	N/A	---
FIRE HYDRANT	N/A	⊙
LIGHT POLE	⊙	⊙

PRELIMINARY SITE PLAN
FOR
HAILEY'S GLEN
AMENITY AREA
INDIAN RIVER HUNDRED - SUSSEX COUNTY, DELAWARE



SITE MAP
SCALE: 1" = 250'

SITE DATA:

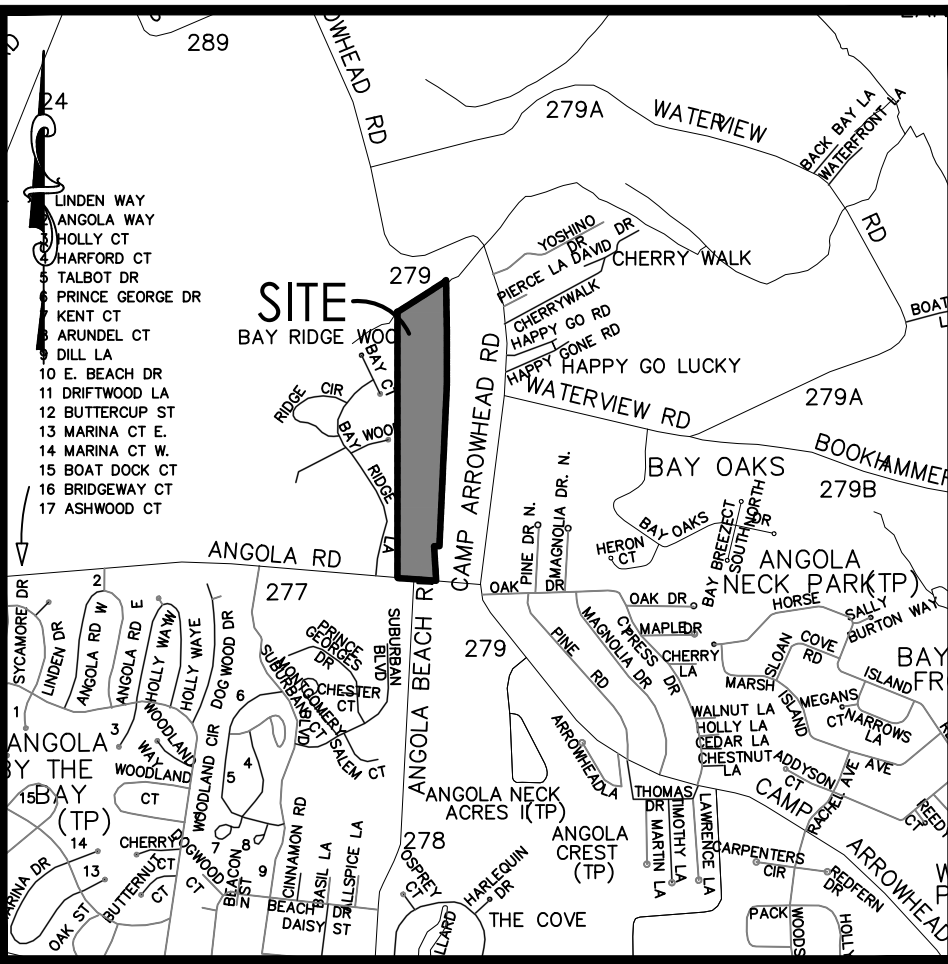
OWNER/
DEVELOPER: SCHELL BROTHERS, LLC
20184 PHILLIPS STREET
REHOBOTH BEACH, DE 19971
PHONE: 302-226-1994
CONTACT: TIM GREEN

ENGINEER: SOLUTIONS IPEM
303 NORTH BEDFORD STREET
GEORGETOWN, DE 19947
PHONE: 302-297-9215
CONTACT: JASON PALKEWICZ, PE

- TAX MAP: 234-12.00-11.00
THE AMENITIES ARE LOCATED ON OPEN SPACE PARCEL A (AREA = 16.688 AC.) PER THE RECORD PLAN
- THE PARCEL IS NOT LOCATED WITHIN A WELLHEAD PROTECTION AREA.
- THE PARCEL LIES WITHIN AN AREAS OF "GOOD" AND "FAIR" GROUNDWATER RECHARGE POTENTIAL.
- THE PARCEL DOES NOT CONTAIN ANY STATE OR FEDERAL WETLANDS
- SUSSEX COUNTY SUBDIVISION: 2017-17
- PROPOSED USE: AMENITY AREA
- EXISTING ZONING DISTRICT: AGRICULTURAL RESIDENTIAL (AR-1) (COASTAL AREA)
- PROPOSED SETBACKS:
FRONT: 25'
SIDE: 10'
REAR: 10'
- MAXIMUM BUILDING HEIGHT = 42 FEET (FOR ALL BUILDINGS)
- FLOOD ZONE:
THE PROPERTY IS LOCATED WITHIN FLOOD ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE AE (BASE FLOOD ELEVATION DETERMINED - EL 5), PER FIRM MAP NUMBER 10005C0341K, MAP REVISED MARCH 16, 2015.
- WATER SUPPLY:
TIDEWATER UTILITIES, INC
- SANITARY SEWER:
SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
- TOPOGRAPHY AND BOUNDARY SHOWN HEREIN ARE AS PROVIDED BY SOLUTIONS IPEM, LLC
- PROJECT DATUM:
HORIZONTAL: DELAWARE STATE PLAN NAD 83
VERTICAL: NAVD 88
- PARKING
REQUIRED: N/A
PROVIDED: 3 SPACES (1 H.C.) → 1 SPACE PER 374 S.F.
- THE CONSTRUCTION OF THE AMENITY AREAS SHALL NOT BE PHASED.
- HAILEY'S GLEN SUBDIVISION NET DEVELOPMENT AREA = 30.479 AC.
- PAVILION AREA/HEIGHT: 1,120 S.F./25.5 FT.*
MAILBOX PAVILION AREA/HEIGHT: 400 S.F./14 FT.*
PATIO AREA = 308 S.F.
*BUILDING HEIGHTS ARE SUBJECT CHANGE PER THE FINAL ARCHITECTURE PLANS

SHEET INDEX

- COVER SHEET
- SITE PLAN
- GRADING PLAN
- FIRE MARSHAL PLAN
- EROSION AND SEDIMENT CONTROL PLAN



VICINITY MAP
SCALE: 1" = 2,000'

solutions
INCORPORATED
10005 C0341K

303 North Bedford Street
Georgetown, DE 19947
T. 302-297-9215
3033 Marlin Mill Road
Salisbury, MD 21804
T. 410-572-8833
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Seal

Date

REVISIONS

NO. DATE DESCRIPTION

COVER SHEET


for
HAILEY'S GLEN
SUSSEX COUNTY, DELAWARE

Date: 07-28-21
Job Number: 17039
Scale: AS NOTED
Drawn By: HJB
Designed By: HJB
Approved By: JIP

Sheet No.:

File Name:

1
17039-cover



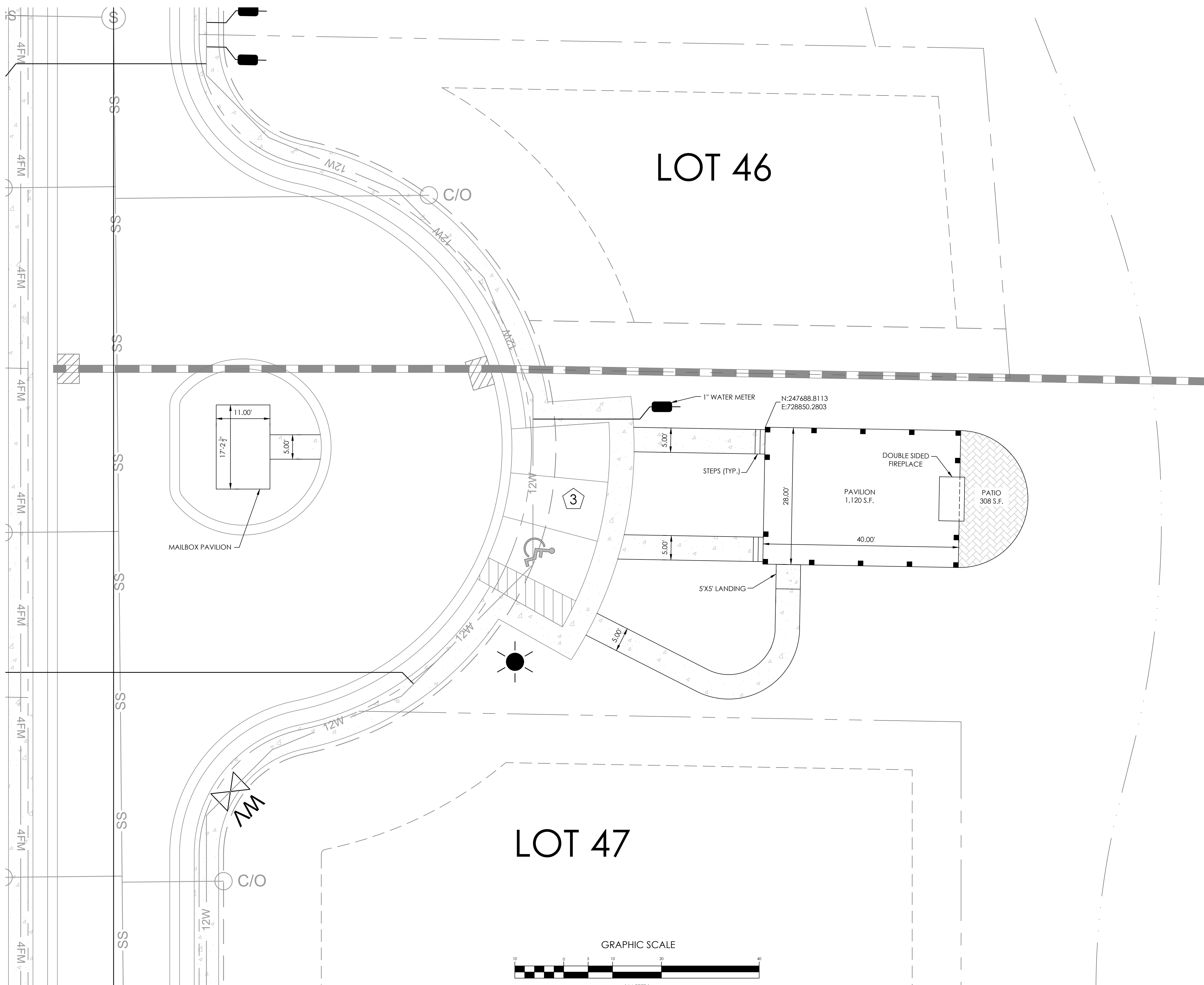
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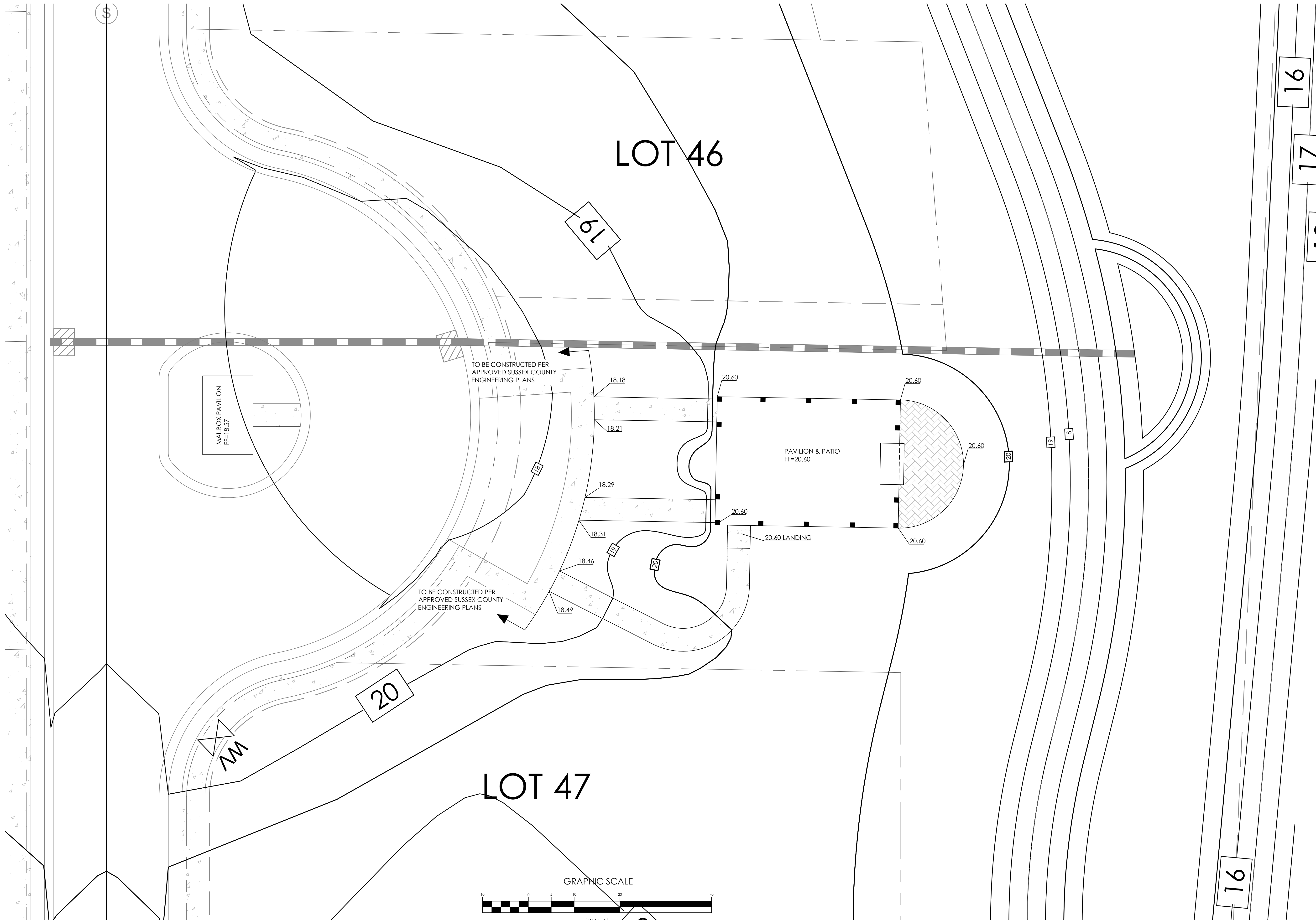
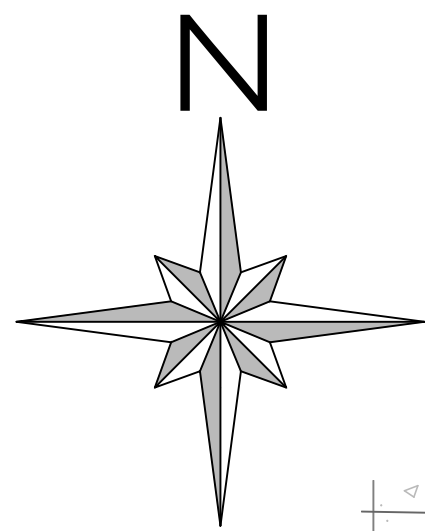
APPROVED BY: *John Justice* DATE: 9-23-2021

WETLAND STATEMENT

I, Edward M. Launay, PWS, STATES THAT THE BOUNDARIES OF WATERS OF THE UNITED STATES INCLUDING WETLANDS SUBJECT TO THE CORPS OF ENGINEERS REGULATORY PROGRAM DELINEATED UPON THIS PLAN HAVE BEEN DETERMINED USING MY PROFESSIONAL JUDGMENT IN ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, ATLANTIC GULF COAST REGIONAL SUPPLEMENT, REGULATIONS AND SUPPLEMENTAL GUIDANCE (33 CFR 328.3(a)(8)), Waters of the U.S. Definition/CECW-OR, 10-7-1991, Questions and Answers on the 1987 COE Manual/CECW-OR, 9-26-1990, RCL 90-7/CECW-OR, 3-6-1992, Clarification and Interpretation of the 1987 Manual). THIS DELINEATION HAS NOT BEEN CONDUCTED FOR USDA PROGRAM OR AGRICULTURAL PURPOSES.

EDWARD M. LAUNAY, PWS No. 875 DATE
SOCIETY OF WETLANDS SCIENTISTS
CORPS OF ENGINEERS
CERTIFIED WETLAND DELINEATOR WDCP93MD05100368)





303 North Bedford Street
Georgetown, DE 19947
T. 302.297.9215

3033 Mantle Mill Road
Salisbury, MD 21804
T. 410.572.8833

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Seal

Date

REVISIONS

NO.	DATE	DESCRIPTION

GRADING PLAN

for

HAILEYS GLEN

SUSSEX COUNTY, DELAWARE

Date: 07-28-21

Job Number: 17039

Scale: 1"=10'

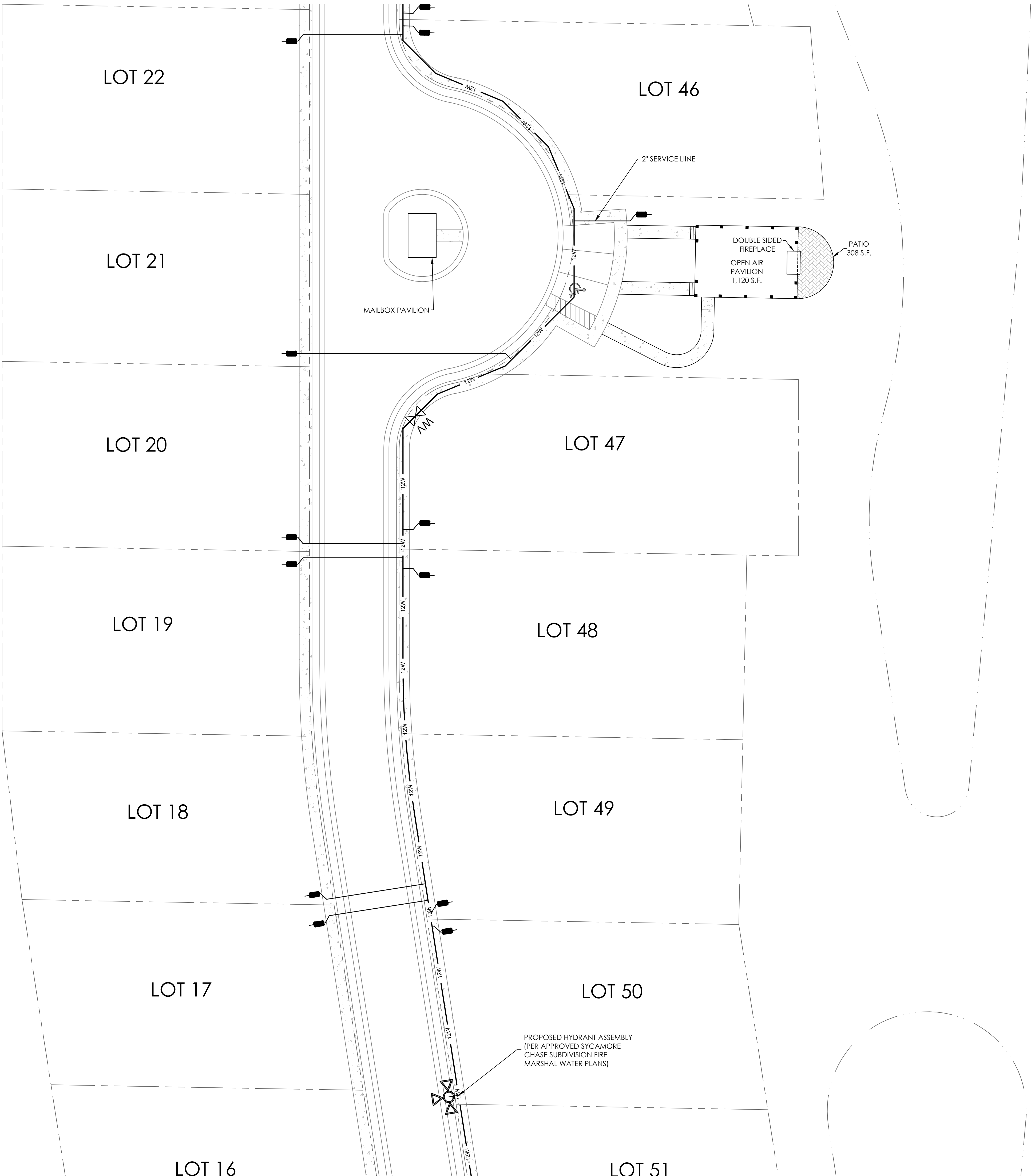
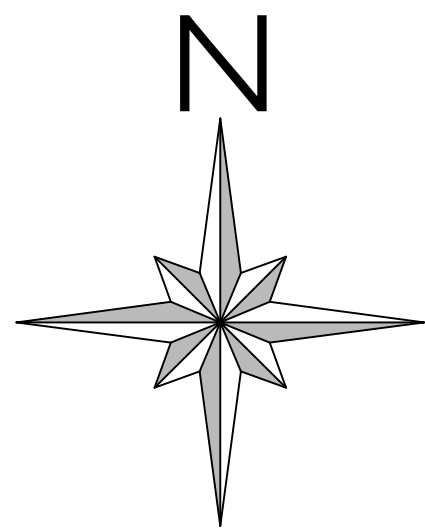
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Designed By: HHB

Approved By: JIP

Sheet No.: 3

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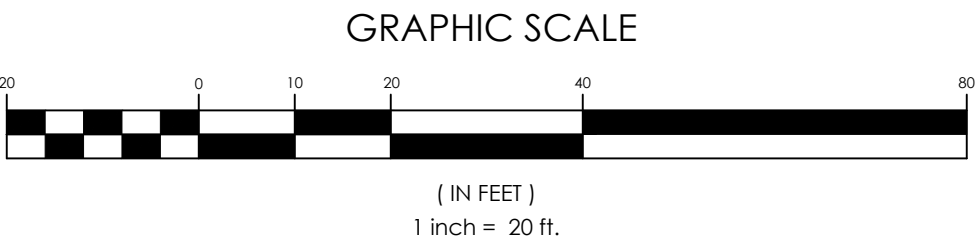


SITE DATA:

OWNER/
APPLICANT: SCHELL BROTHERS, LLC
20184 PHILLIPS STREET
REHOBOTH BEACH, DE 19971
PHONE: 302-226-1994
CONTACT: TIM GREEN

ENGINEER: SOLUTIONS IPEM
303 NORTH BEDFORD STREET
GEORGETOWN, DE 19947
PHONE: 302-297-9215
CONTACT: JASON PALKEWICZ, PE

- TAX MAP: 234-12.00-11.00
- PROPOSED USE: PAVILION WITH PATIO
MAILBOX PAVILION
- SUSSEX COUNTY SUBDIVISION NO.: 2017-17
- WATER SUPPLY: TIDEWATER UTILITIES
- ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS AND AS SHOWN ON THESE SHEETS.
- WATER FLOW - CLUBHOUSE
MAIN SIZES: 6" MINIMUM. MINIMUM CAPACITY: 100 GPM @ 20 PSI FOR 1 HOUR DURATION. HYDRANT SPACING: 800 FEET ON CENTER.
- ALL FIRE HYDRANT ASSEMBLIES SHALL BE PLACED A MAXIMUM OF 7' OFF THE EDGE OF THE PAVEMENT OR SIDEWALK.
- ALL PROPOSED FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE DELAWARE STATE FIRE PREVENTION REGULATIONS (DSFPR, PART II, CHAPTERS 6 & 7).
- FIRE HYDRANTS SHALL BE COLOR CODED IN ACCORDANCE WITH THE DSFPR, PART 703, CHAPTER 3, SECTION 4.0. THIS INCLUDES BOTH COLOR CODING BONNET AND 2" REFLECTIVE TAPE AROUND THE BARREL UNDER THE TOP FLANGE.
- THE STEAM CONNECTION OF ALL FIRE HYDRANTS SHALL BE SO POSITIONED SO AS TO BE FACING THE EDGE OF STREET, OR TRAFFIC LANE (DSFPR PART 705, CHAPTER 6, SECTION 2.0 AND 2.7).
- THE AMENITY BUILDING WILL NOT BE BE PROTECTED BY AUTOMATIC SPRINKLERS.
- MAXIMUM BUILDING HEIGHT: 42 FEET (ONE STORY)
- BUILDING CONSTRUCTION: NFPA TYPE V (000)



REVISIONS

NO.	DATE	DESCRIPTION

FIRE MARSHAL PLAN

for
HAILEYS GLEN
SUSSEX COUNTY, DELAWARE

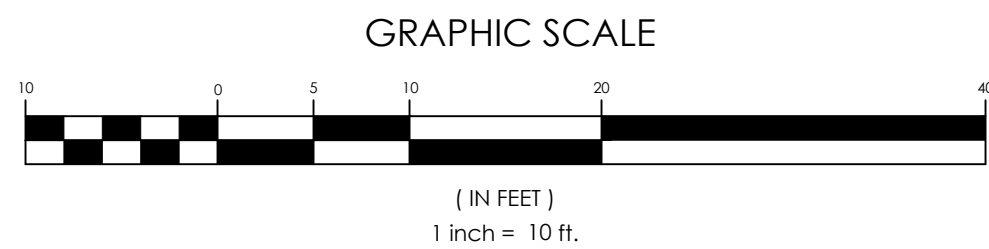
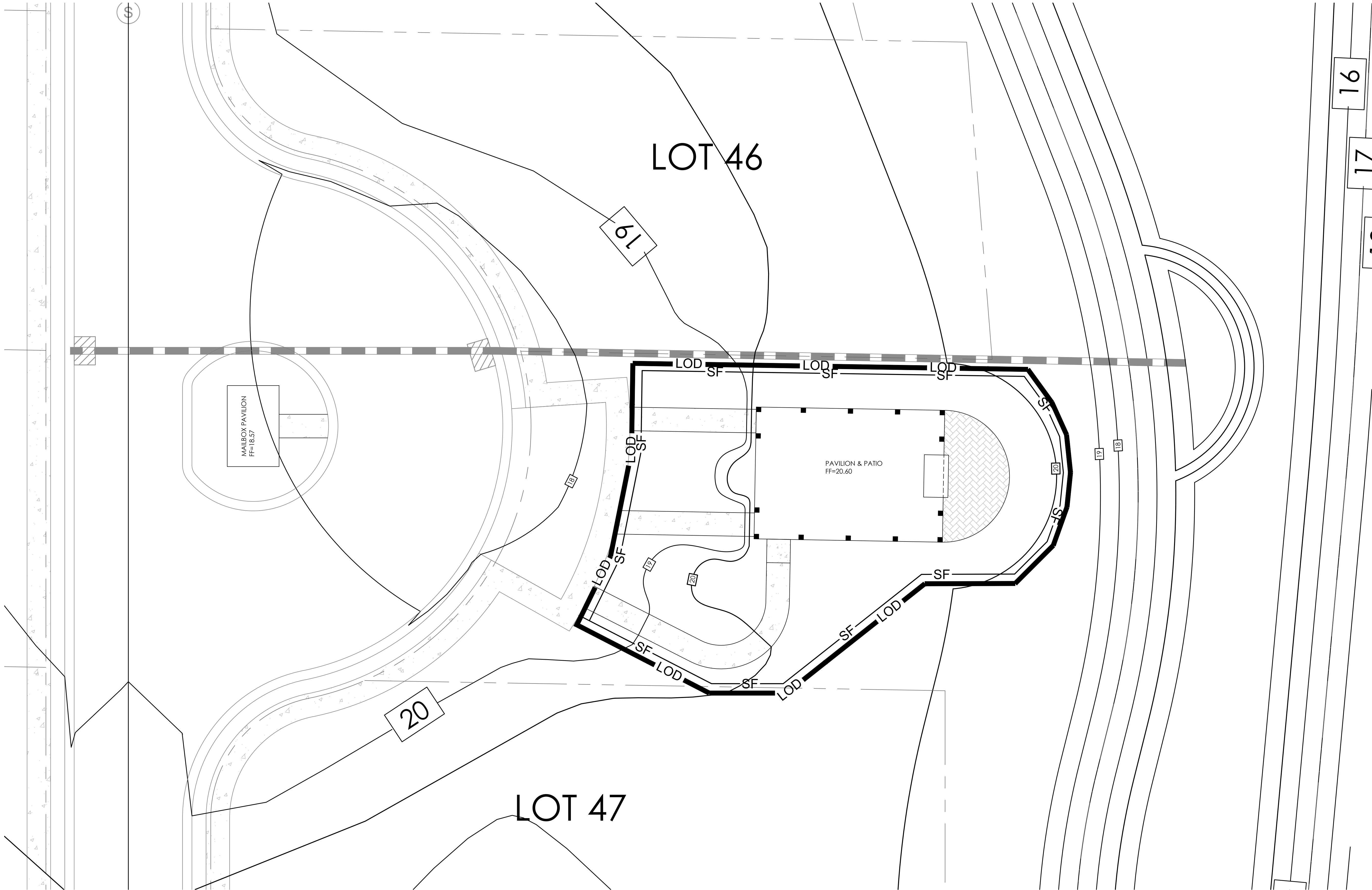
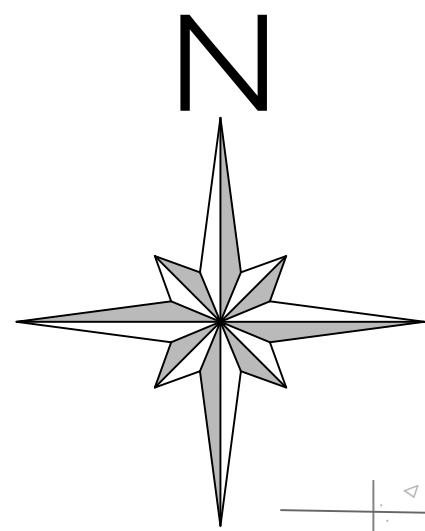
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Job Number:	17039
Scale:	1"=20'
Drawn By:	HHB
Designed By:	HHB
Approved By:	JIP

Sheet No.:

4

File Name:

site



.....

solutions

landscape architects
engineering & surveyors, LLC

303 North Bedford Street
Georgetown, DE 19947
T. 302.297.9215

3033 Mantle Mill Road
Salisbury, MD 21804
T. 410.572.8833

www.solutionspem.com

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Seal

Date

REVISIONS	
NO.	DESCRIPTION

EROSION & SEDIMENT CONTROL PLAN

for

HAILEYS GLEN

SUSSEX COUNTY, DELAWARE

Date: 07-28-21

Job Number: 17039

Scale: 1"=10'

Drawn By: HHB

Designed By: HHB

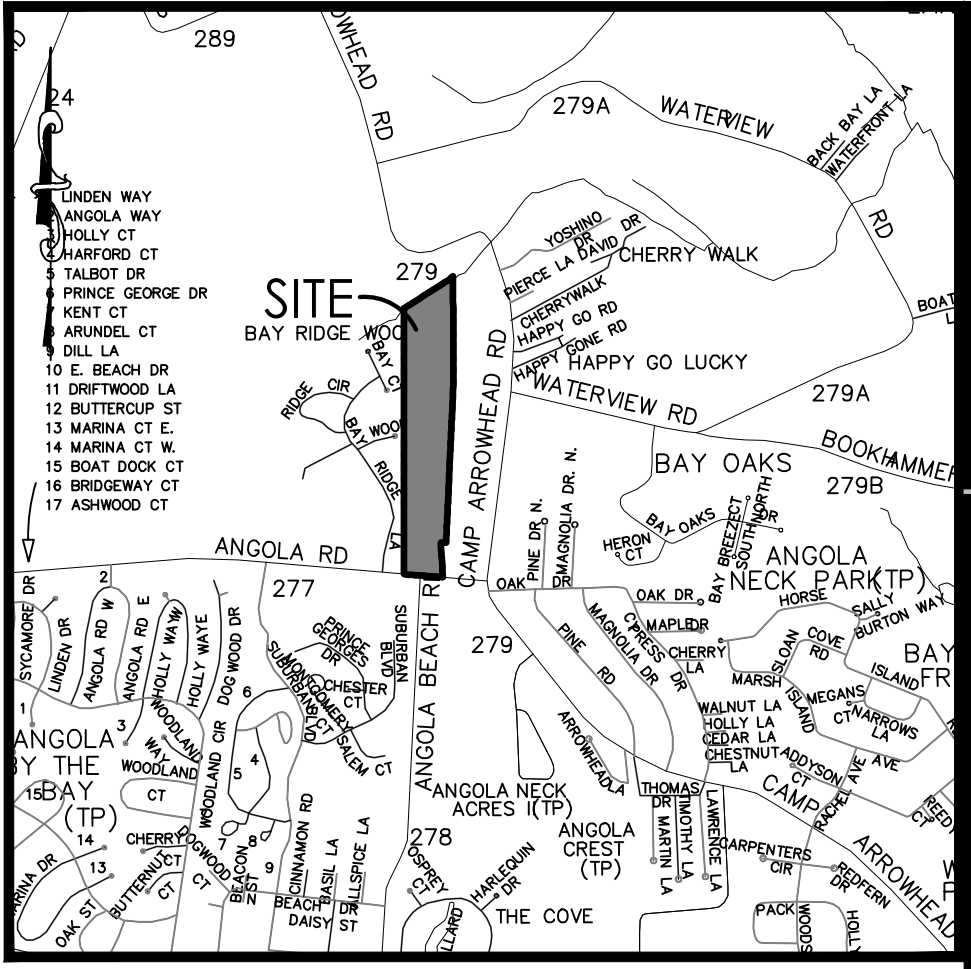
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Sheet No.: 5

File Name: site

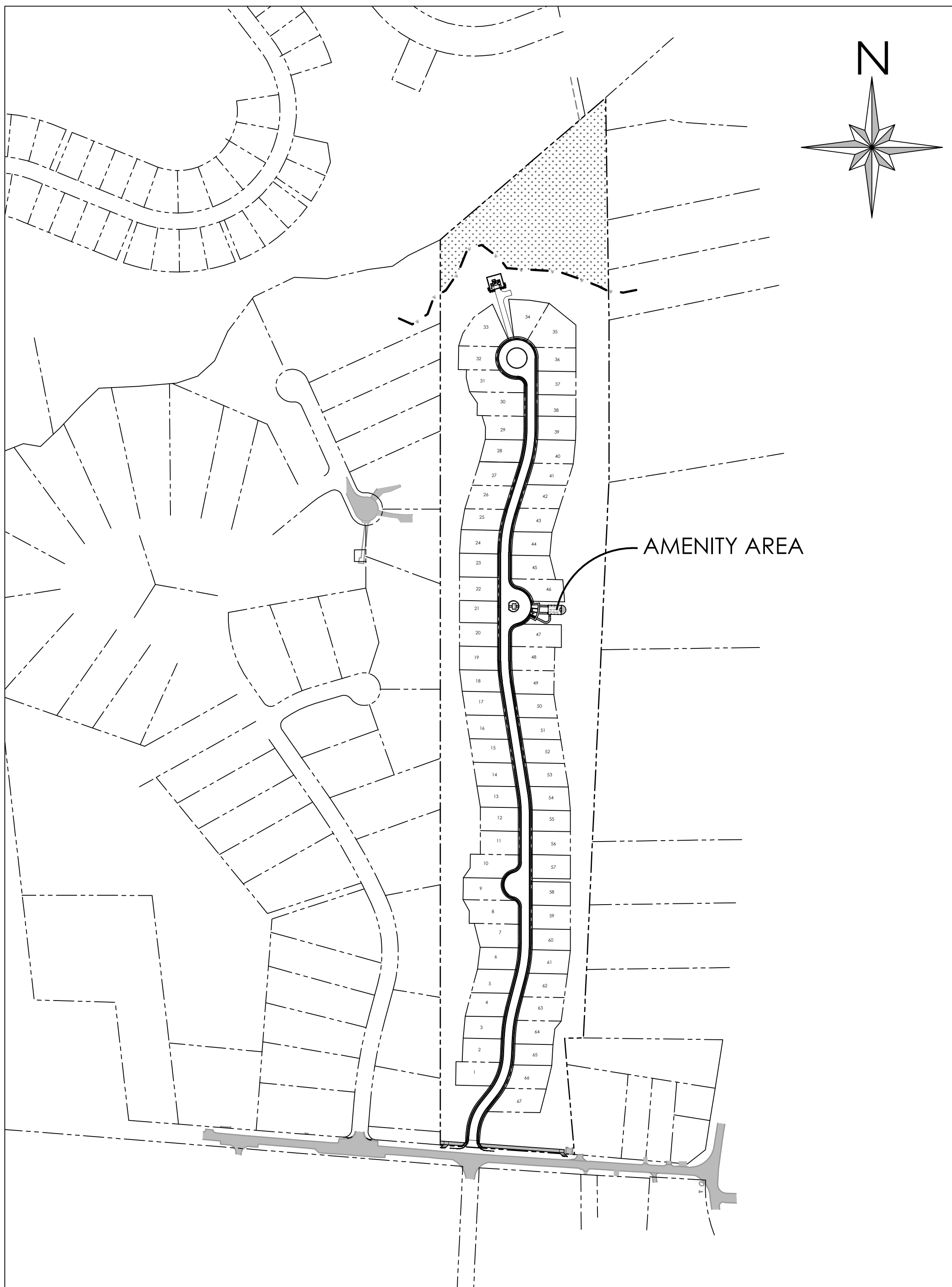
PRELIMINARY SITE PLAN
FOR
HAILEY'S GLEN (F.K.A. KIELBASA)
AMENITY AREA

COUNTY PROJECT REFERENCE NO. (2017-17)
INDIAN RIVER HUNDRED - SUSSEX COUNTY, DELAWARE



VICINITY MAP
SCALE: 1" = 2,000'

LEGEND		
PROPERTY LINE	---	---
EASEMENT LINE	- - - - -	- - - - -
SETBACK LINE	- - - - -	- - - - -
SPOT ELEV. LABEL	x 19.25	19.25
MAJOR CONTOUR	- - - - -	10
MINOR CONTOUR	- - - - -	7
ROAD CENTERLINE	---	---
EDGE OF CONCRETE	---	---
EDGE OF PAVEMENT	---	---
EDGE OF GRAVEL	---	N/A
PAINT STRIPE	---	---
CURB	---	---
PAVEMENT HATCH	---	---
CONCRETE HATCH	---	---
BUILDING OUTLINE	---	---
SIDEWALK	---	---
SIDEWALK HATCH	---	---
SIGN	---	---
EDGE OF WETLAND	---	N/A
STORM MANHOLE	---	---
CURB INLET	---	---
YARD INLET	---	---
STORM PIPE	---	---
RIP RAP	---	---
SANITARY MANHOLE	N/A	---
SANITARY CLEANOUT	N/A	---
SANITARY PIPE	N/A	---
WATER VALVE	N/A	---
WATER PIPE	N/A	---
FIRE HYDRANT	N/A	---
LIGHT POLE	---	---



SITE MAP
SCALE: 1" = 250'

SITE DATA:

OWNER/
DEVELOPER: SCHELL BROTHERS, LLC
20184 PHILLIPS STREET
REHOBOTH BEACH, DE 19971
PHONE: 302-226-1994
CONTACT: TIM GREEN

ENGINEER: SOLUTIONS IPEM
303 NORTH BEDFORD STREET
GEORGETOWN, DE 19947
PHONE: 302-297-9215
CONTACT: JASON PALKEWICZ, PE

- TAX MAP: 234-12.00-11.00
THE AMENITIES ARE LOCATED ON OPEN SPACE PARCEL A
(AREA = 16.688 AC.) PER THE RECORD PLAN
- THE PARCEL IS NOT LOCATED WITHIN A WELLHEAD PROTECTION AREA.
- THE PARCEL LIES WITHIN AN AREAS OF "GOOD" AND "FAIR" GROUNDWATER RECHARGE POTENTIAL.
- EXISTING NON-TIDAL WETLANDS = 3.63 ± AC
EXISTING TIDAL WETLANDS = 0.00 AC.
- OPEN SPACE CALCULATIONS
GROSS ACREAGE = 32.949 ± ACRES
PROPOSED LOT AREA = 13.791 AC.±
PROPOSED ROW AREA = 2.470 AC.±
PROPOSED OPEN SPACE A AREA = 16.688 AC.±
16.688 / 32.366 = 51.6%
- SUSSEX COUNTY SUBDIVISION: 2017-17
- PROPOSED USE: AMENITY AREA
- EXISTING ZONING DISTRICT:
AGRICULTURAL RESIDENTIAL (AR-1)
(COASTAL AREA)
- PROPOSED SETBACKS:
FRONT: 25'
SIDE: 10' (15' CORNER LOT)
REAR: 10'
- MAXIMUM BUILDING HEIGHT = 42 FEET
(FOR ALL BUILDINGS)
- FLOOD ZONE:
THE PROPERTY IS LOCATED WITHIN FLOOD ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE AE (BASE FLOOD ELEVATION DETERMINED - EL 5). PER FIRM MAP NUMBER 10005C0341K, MAP REVISED MARCH 16, 2015.
- WATER SUPPLY:
TIDEWATER UTILITIES, INC.
- SANITARY SEWER:
SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT
- TOPOGRAPHY AND BOUNDARY SHOWN HEREIN ARE AS PROVIDED BY SOLUTIONS IPEM, LLC
- PROJECT DATUM:
HORIZONTAL: DELAWARE STATE PLAN NAD 83
VERTICAL: NAVD 88
- PARKING
REQUIRED: N/A
PROVIDED: 3 SPACES (1 H.C.) → 1 SPACE PER 374 S.F.
- THE CONSTRUCTION OF THE AMENITY AREAS SHALL NOT BE PHASED.
- HAILEY'S GLEN SUBDIVISION NET DEVELOPMENT AREA = 30.479 AC.
- PAVILION AREA/HEIGHT: 1,120 S.F./25.5 FT.*
MAILBOX PAVILION AREA/HEIGHT: 400 S.F./14 FT.*
PATIO AREA = 308 S.F.
*BUILDING HEIGHTS ARE SUBJECT CHANGE PER THE FINAL ARCHITECTURE PLANS

SHEET INDEX

- COVER SHEET
- SITE PLAN
- BULK GRADING PLAN
- FIRE MARSHAL PLAN
- EROSION AND SEDIMENT CONTROL PLAN
- LANDSCAPE PLAN

WETLAND STATEMENT

I, Edward M. Launay, PWS, STATES THAT THE BOUNDARIES OF WATERS OF THE UNITED STATES INCLUDING WETLANDS SUBJECT TO THE CORPS OF ENGINEERS REGULATORY PROGRAM DELINEATED UPON THIS PLAN HAVE BEEN DETERMINED USING MY PROFESSIONAL JUDGMENT IN ACCORDANCE WITH THE 1987 CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL, ATLANTIC GULF COAST REGIONAL SUPPLEMENT, REGULATIONS AND SUPPLEMENTAL GUIDANCE (33 CFR 328.3(a)(8), Waters of the U.S., Definition/CECW-OR, 10-7-1991, Questions and Answers on the 1987 COE Manual/CECW-OR, 9-26-1990, RGL 98-7/CECW-OR, 3-6-1992, Clarification and Interpretation of the 1987 Manual). THIS DELINEATION HAS NOT BEEN CONDUCTED FOR USDA PROGRAM OR AGRICULTURAL PURPOSES.

[Signature] *[Date: 9/30/2021]*

EDWARD M. LAUNAY, PWS No. 875
SOCIETY OF WETLANDS SCIENTISTS
CORPS OF ENGINEERS
CERTIFIED WETLAND DELINEATOR WD0CP93MD051 003683

solutions
INCORPORATED
ENGINEERING & ARCHITECTURE, LLC

303 North Bedford Street
Georgetown, DE 19947
T. 302-297-9215

3033 Marlin Mill Road
Salisbury, MD 21804
T. 410-572-8833

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REVISIONS

NO.	DATE	DESCRIPTION
1	9-29-21	REVISIONS PER PZ COMMENTS DATED 9-28-21

COVER SHEET

for
HAILEYS GLEN
SUSSEX COUNTY, DELAWARE

Date: 07-28-21

Job Number: 17039

Scale: AS NOTED

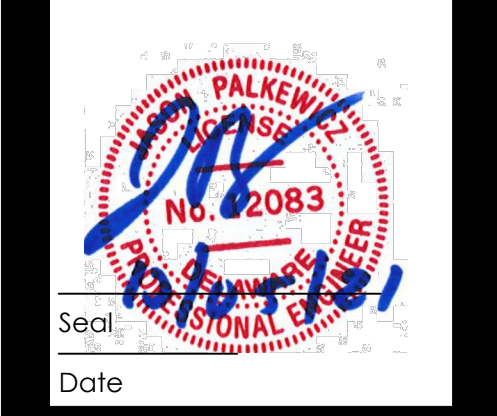
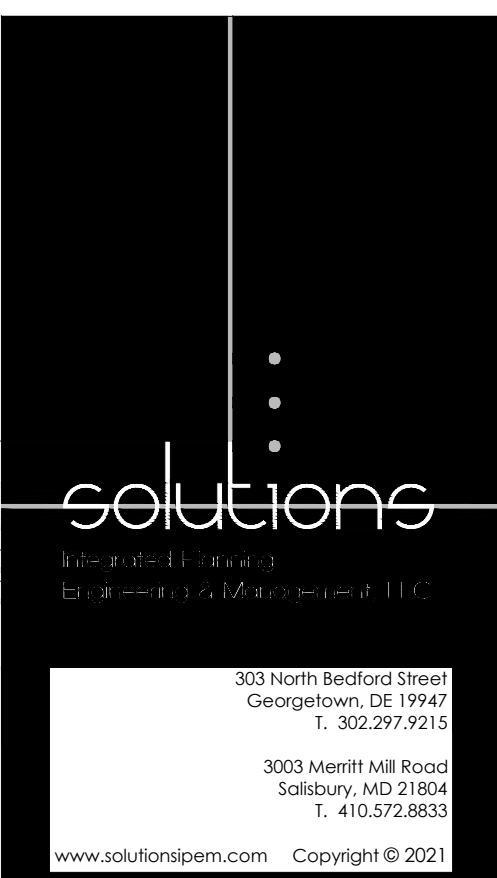
Drawn By: HHB

Designed By: HHB

Approved By: JIP

Sheet No.: 1

File Name: 17039-cover



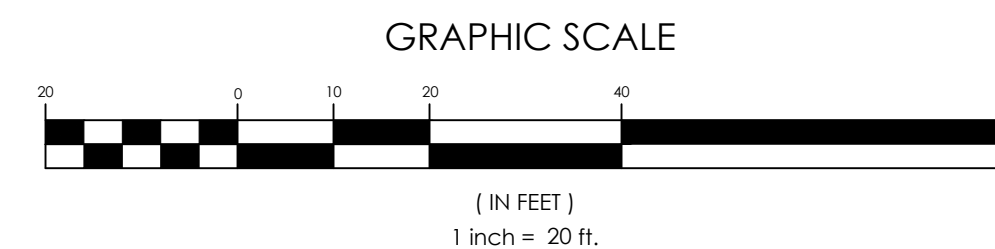
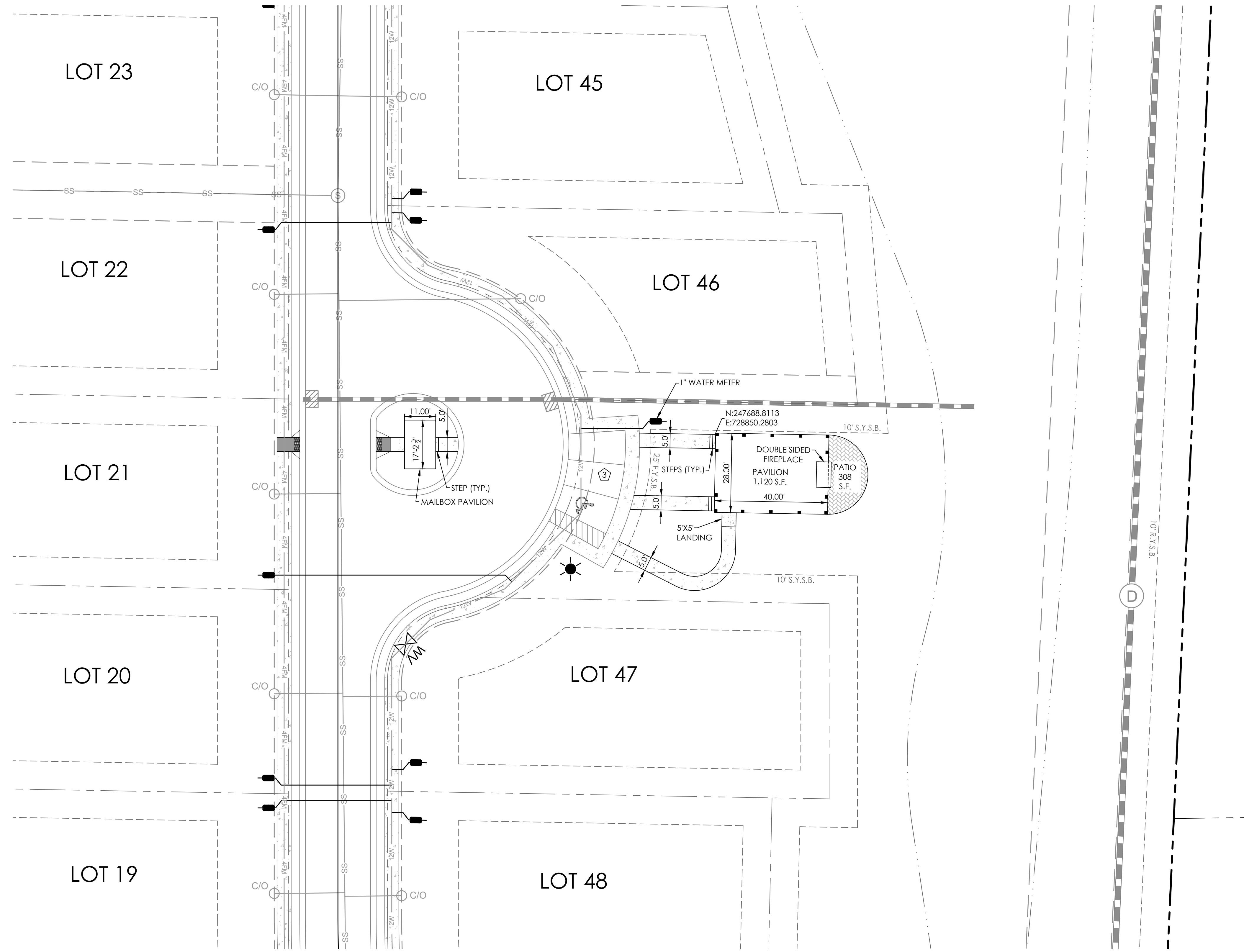
REVISIONS		
NO.	DATE	DESCRIPTION
1	9-29-21	REVISIONS PER PZ COMMENTS DATED 9/28/21

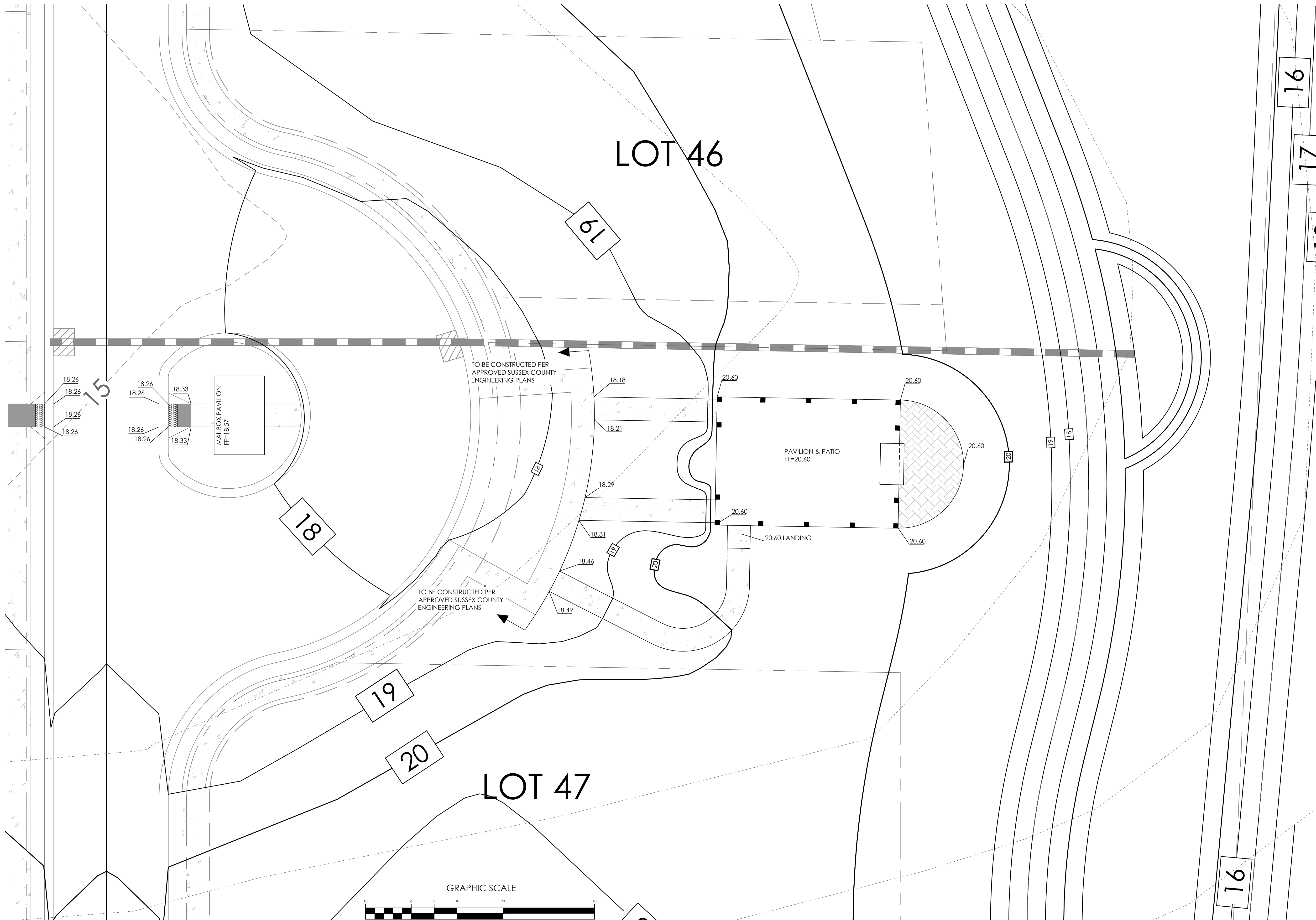
SITE PLAN

for
HAILEYS GLEN
SUSSEX COUNTY, DELAWARE

Date:	07-28-21
Job Number:	17039
Scale:	1"=20'
Drawn By:	HHB
Designed By:	HHB
Approved By:	JP

Sheet No.:	2
File Name:	site

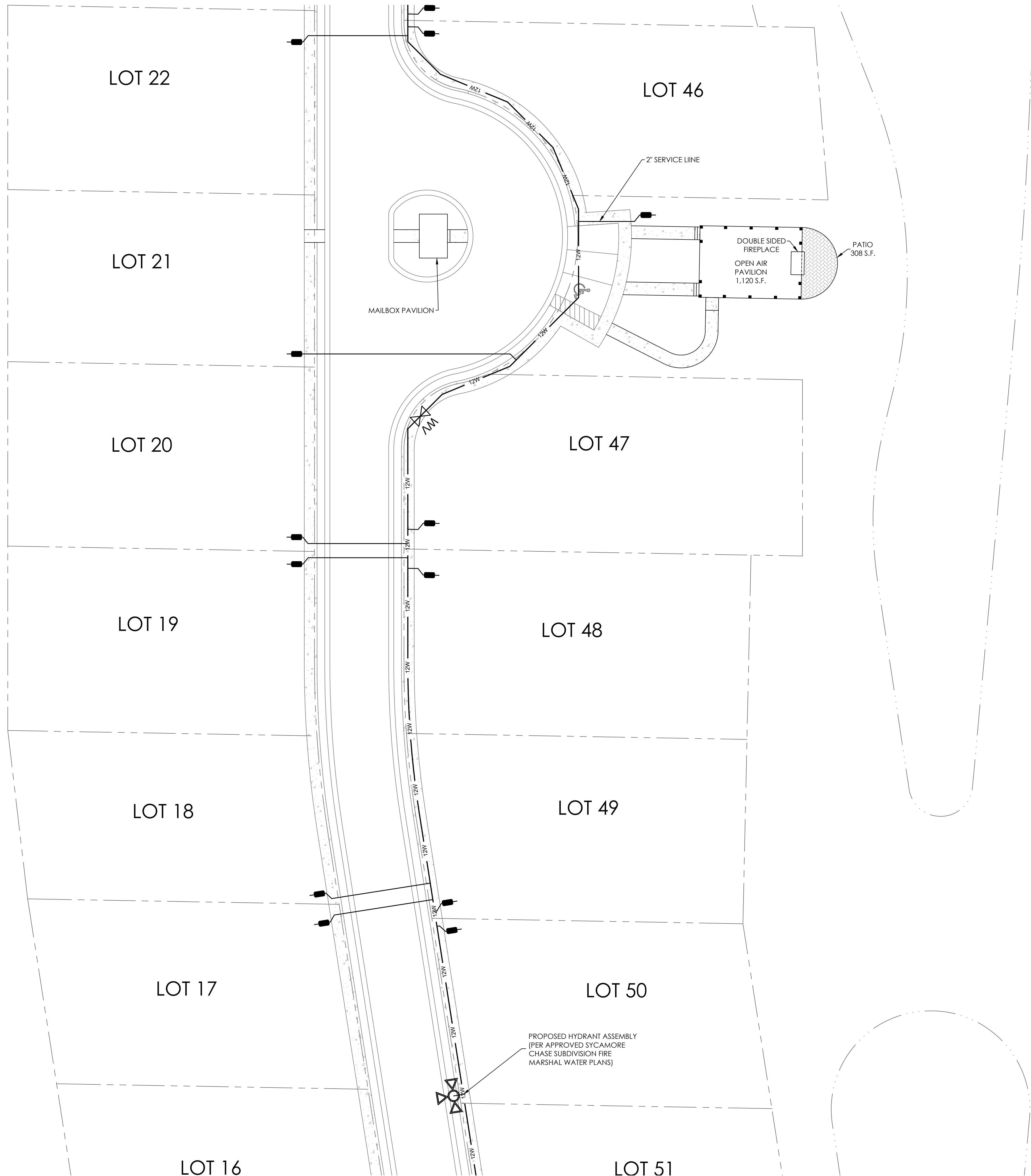




Date:	07-28-21
Job Number:	17039
Scale:	1"=10'
Drawn By:	HHB
Designed By:	HHB
Approved By:	JP

Sheet No.: 3

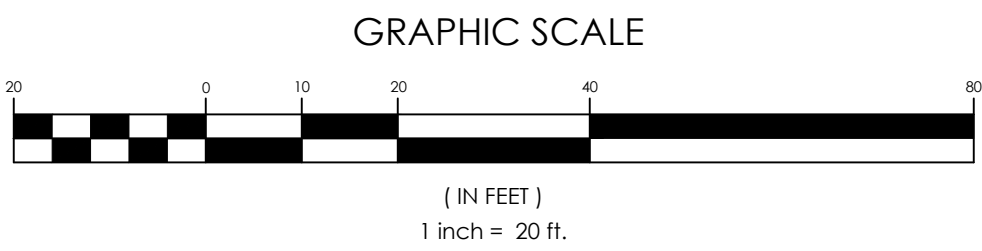
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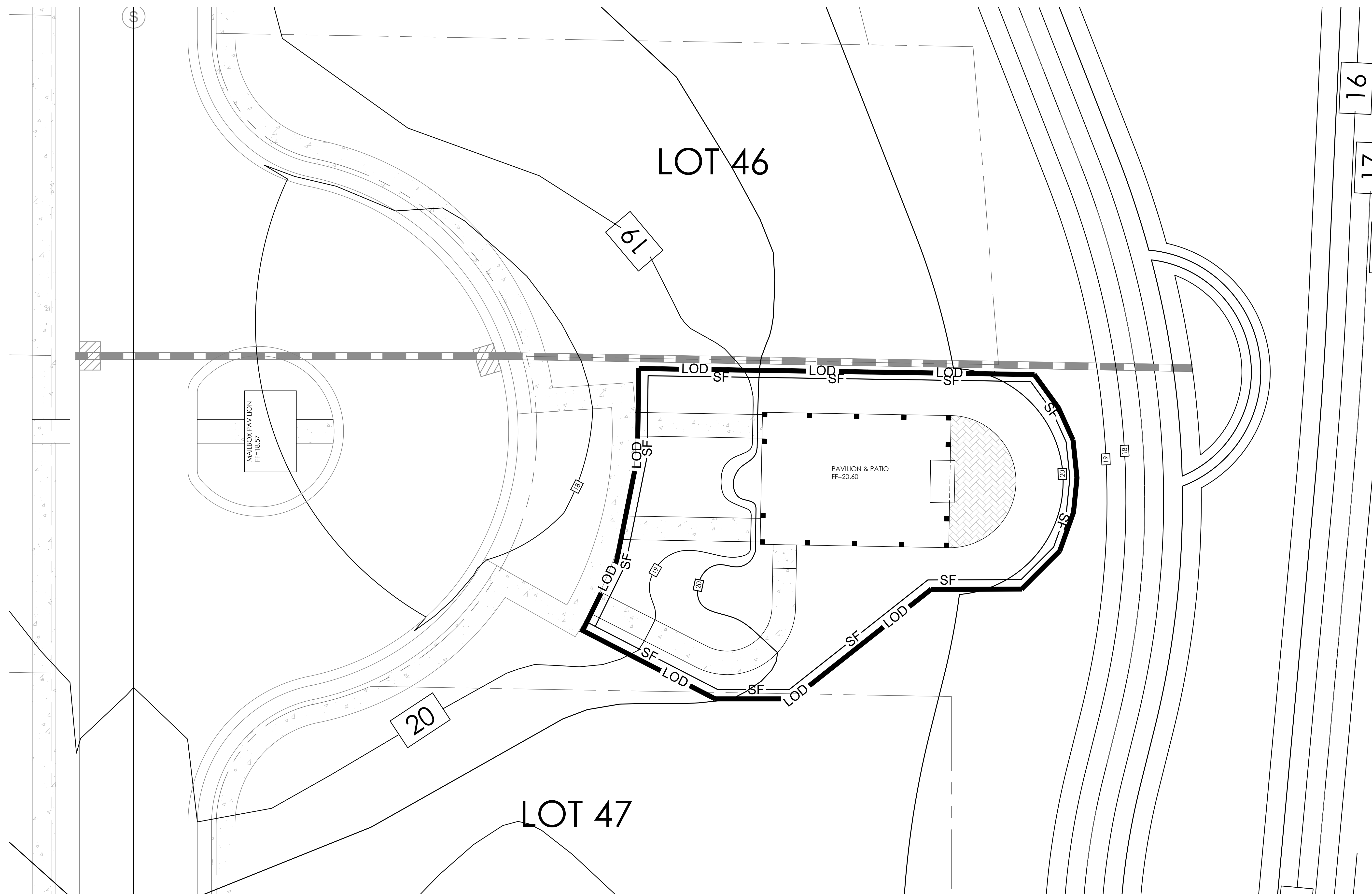
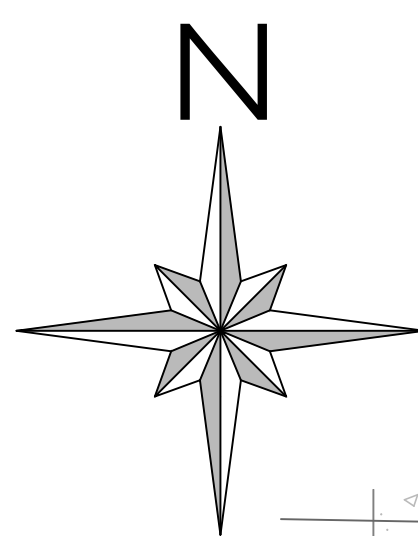


OWNER/
APPLICANT: SCHELL BROTHERS, LLC
20184 PHILLIPS STREET
REHOBOTH BEACH, DE 19971
PHONE: 302-226-1994
CONTACT: TIM GREEN

ENGINEER: SOLUTIONS IPDM
303 NORTH BEDFORD STREET
GEORGETOWN, DE 19947
PHONE: 302-297-9215
CONTACT: JASON PALKEWICZ, PE

- TAX MAP: 234-12.00-11.00
- PROPOSED USE: PAVILION WITH PATIO MAILBOX PAVILION
- SUSSEX COUNTY SUBDIVISION NO.: 2017-17
- WATER SUPPLY: TIDEWATER UTILITIES
- ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS AND AS SHOWN ON THESE SHEETS.
- WATER FLOW - CLUBHOUSE MAIN SIZES: 6" MINIMUM, MINIMUM CAPACITY: 100 GPM @ 20 PSI FOR 1 HOUR DURATION, HYDRANT SPACING: 800 FEET ON CENTER.
- ALL FIRE HYDRANT ASSEMBLIES SHALL BE PLACED A MAXIMUM OF 7' OFF THE EDGE OF THE PAVEMENT OR SIDEWALK.
- ALL PROPOSED FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE DELAWARE STATE FIRE PREVENTION REGULATIONS (DSFPR, PART II, CHAPTERS 6 & 7).
- FIRE HYDRANTS SHALL BE COLOR CODED IN ACCORDANCE WITH THE DSFPR, PART 703, CHAPTER 3, SECTION 4.0. THIS INCLUDES BOTH COLOR CODING BONNET AND 3" REFLECTIVE TAPE AROUND THE BARREL UNDER THE TOP FLANGE.
- THE STEAM CONNECTION OF ALL FIRE HYDRANTS SHALL BE SO POSITIONED SO AS TO BE FACING THE EDGE OF STREET, OR TRAFFIC LANE (DSFPR PART 705, CHAPTER 6, SECTION 2.0 AND 2.7).
- THE AMENITY BUILDING WILL NOT BE BE PROTECTED BY AUTOMATIC SPRINKLERS.
- MAXIMUM BUILDING HEIGHT: 42 FEET (ONE STORY)
- BUILDING CONSTRUCTION: NFPA TYPE V (000)

[illegible]



GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

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Integrated Learning
Entrepreneurial Management LLC

303 North Bedford Street
Georgetown, DE 19947
T. 302.297.9211

3003 Merritt Mill Road
Salisbury, MD 21804
T. 410.572.8833

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Seal
Date[illegible]

EROSION & SEDIMENT CONTROL PLAN

for
HAILEYS GLEN
SUSSEX COUNTY, DELAWARE

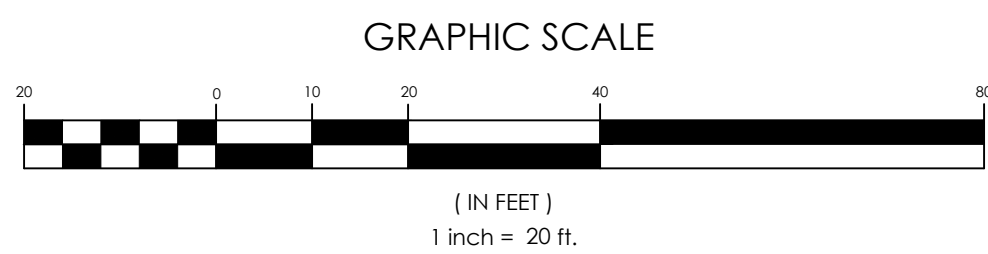
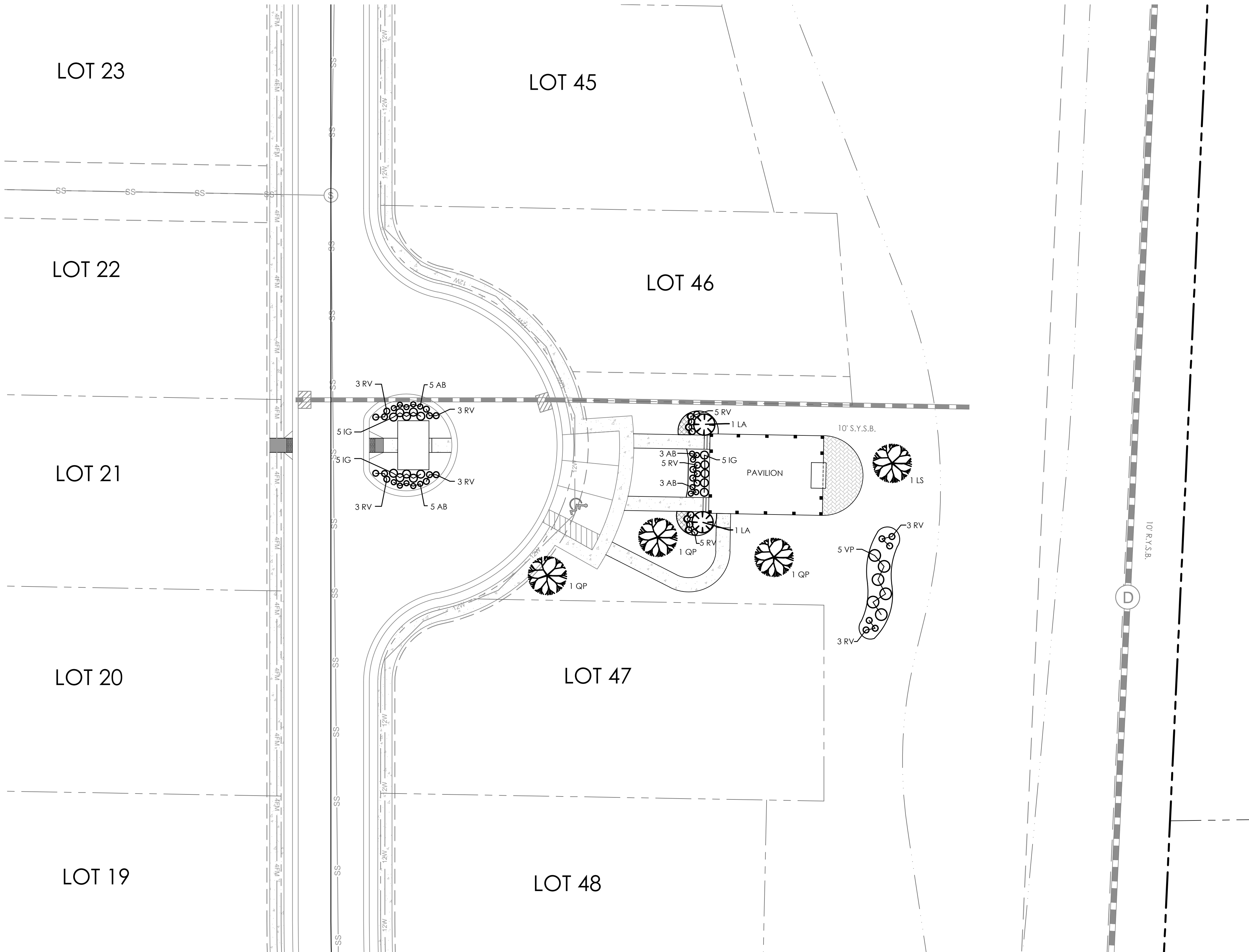
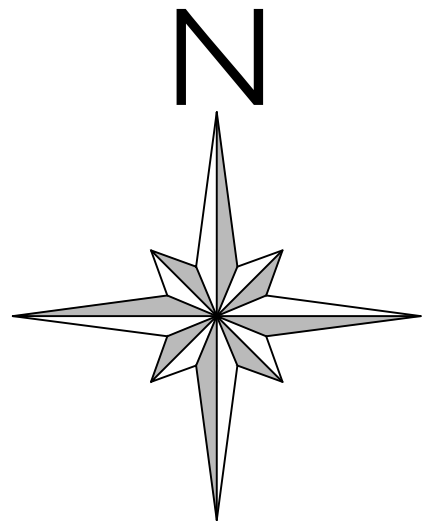
Date:	07-28-21
Job Number:	17039
Scale:	1"= 10'
Drawn By:	H/HB
Designed By:	H/HB
Approved By:	ID

Sheet No.:

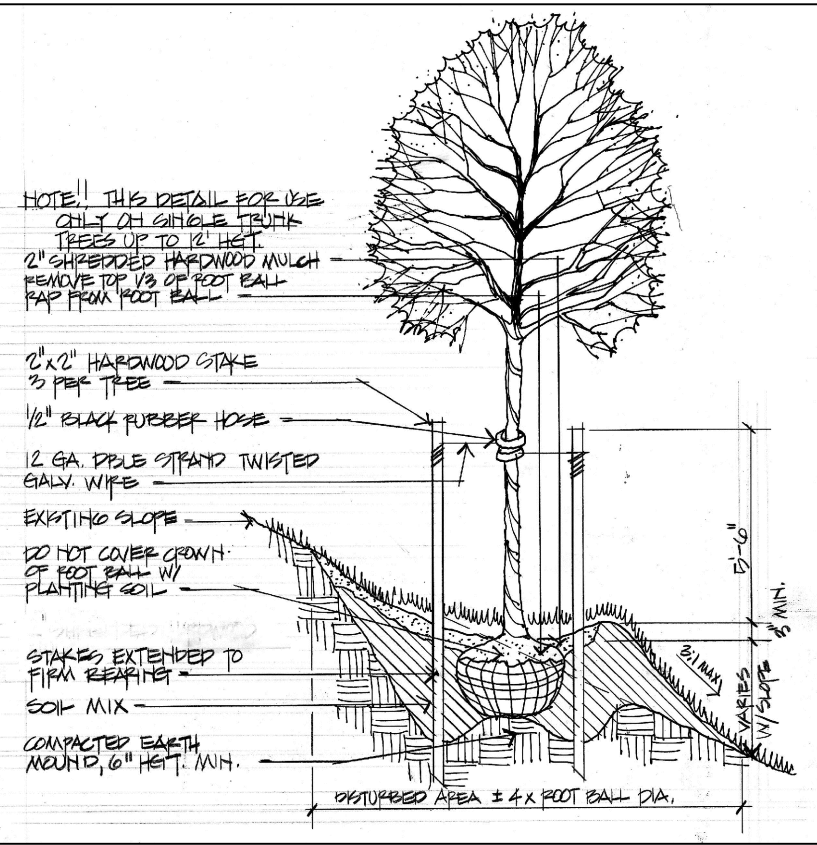
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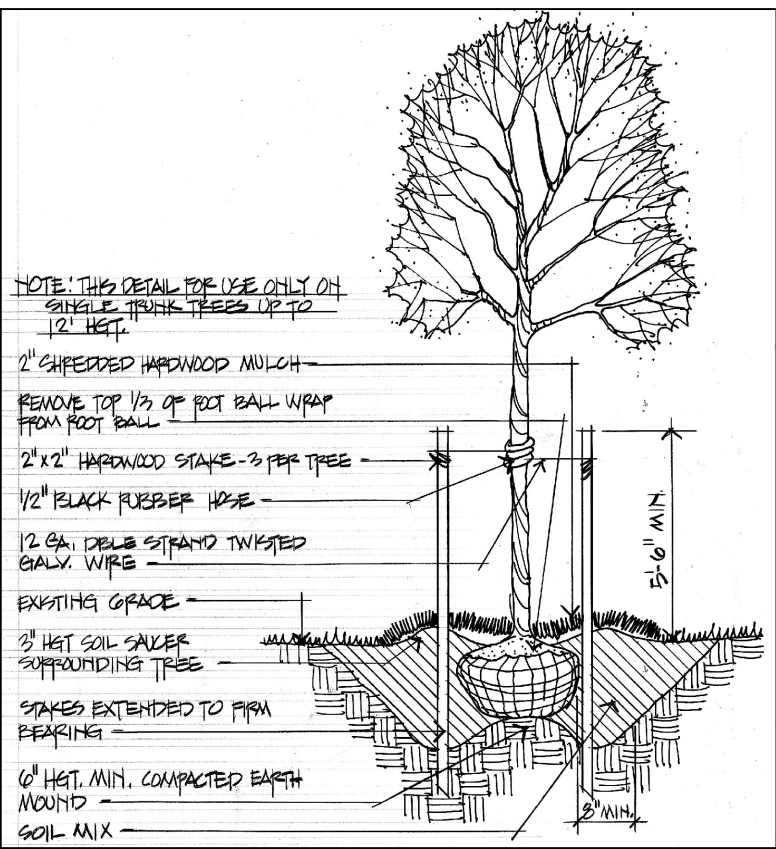
site



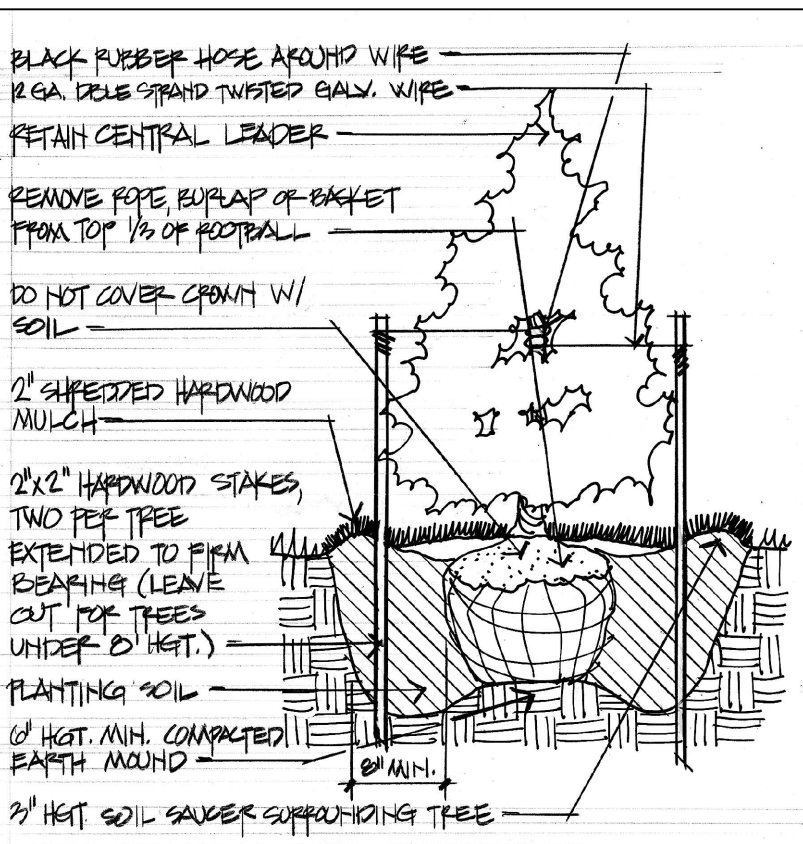
PLANT KEY			
SYM.	ABB.	DESCRIPTION	SIZE
	LA	CRAPE MYRTLE LAGERSTROEMIA	8-10' HT
	AR	SWEETGUM LIQUIDAMBAR STYRACIFLUA	3.5-4' CAL.
	QP	PIN OAK QUESCUS PALUSTRIS	2-2.5' CAL.
	IG	INKBERRY ILEX GLABRA	20-30"
	AB	RED CHOKEBERRY ARONIA ARBUTIFOLIA	18-24"
	RV	SWAMP AZALEA RHODODENDRON VISCOSUM	18-24"
	VP	SUMMER SNOWFLAKE VIBURNUM VIBURNUM PLICATUM TOMENTOSUM	24-30"
	AA	ANNUALS	6"



TREE PLANTING ON SLOPE DETAIL



DECIDUOUS TREE PLANTING DETAIL



EVERGREEN TREE PLANTING DETAIL

solutions
landscape architecture
303 North Bedford Street
Georgetown, DE 19947
T. 302.297.9215
3033 Marlett Mill Road
Salisbury, MD 21804
T. 410.572.8833
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Seal
Date

PALMER
No. 2083
PROFESSIONAL SEAL

REVISIONS		DESCRIPTION
NO.	DATE	REVISIONS PER PZ COMMENTS DATED 9-28-21
1	9-29-21	

LANDSCAPE PLAN

for

HAILEYS GLEN

SUSSEX COUNTY, DELAWARE

Date:	07-28-21
Job Number:	17039
Scale:	1"=20'
Drawn By:	HHB
Designed By:	HHB
Approved By:	JIP

February 10, 2022

VIA E-MAIL

Sussex County Planning and Zoning Department
c/o Michael Lowrey
2 The Circle
P.O. Box 417
Georgetown, DE 19947

RE: Minor Subdivision – Frank & Susan Deford – Tax Map No. 131-13.00-40.00

To Whom It May Concern:

Our office represents the Delaware Agricultural Lands Preservation Foundation.

We wish to advise that the Foundation has no objection to the proposed subdivision as described in that certain Minor Subdivision Plan dated February 7, 2022, as prepared by Cotten Engineering LLC, and relating to proposed Lot 1 consisting of 0.955 acres. We would note that this property is subject to an Agricultural Lands Preservation Easement and any transfer of Lot 1 must be in compliance with said Preservation Easement. Furthermore, prior to the recordation of any deed transferring Lot 1, an Acknowledgement must be signed by the Grantor and Grantee pursuant to 3 Del. C. § 909.

Thank you for your attention to this matter. If there is a need to discuss any of the foregoing, please do not hesitate to give me a call.

Sincerely,

PARKOWSKI, GUERKE & SWAYZE, P.A.

/s/ Shane C. Heberling

cc: S-15-12-034T



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. Box 778
DOVER, DELAWARE 19903

NICOLE MAJESKI
SECRETARY

February 08, 2022

Mr. Jamie Whitehouse, Director
Sussex County Planning & Zoning Commission
Sussex County Administration Building
P.O. Box 417
Georgetown, Delaware 19947

SUBJECT: Minor Subdivision - Letter of No Objection to Recordation
Lands of Frank DeFord
Tax Parcel # 131-13.00-40.00
SCR00560A-HARTZELL ROAD
Northwest Fork Hundred, Sussex County

Dear Mr. Whitehouse:

The Department of Transportation has reviewed the Minor Subdivision Plan dated January 28, 2022 (signed and sealed February 7, 2022), for the above referenced site, and has no objection to its recordation as shown on the enclosed drawing. This "No Objection to Recordation" approval shall be valid for a period of **five (5) years**. If the Minor Subdivision Plan is not recorded and/or an entrance permit is not issued for the lot(s) prior to the expiration of the "No Objection to Recordation", then the plan must be updated to meet current requirements and resubmitted for review and approval.

Entrances(s) must be installed prior to the sale of the lot(s). All entrances shall conform to DelDOT's [Development Coordination Manual](#) and shall be subject to its approval. **This letter does not authorize the commencement of entrance construction.**

This "No Objection to Recordation" letter is not a DelDOT endorsement of the project discussed above. Rather, it is a recitation of the transportation improvements, which the applicant may be required to make as a pre-condition to recordation steps and deed restrictions as required by the respective county/municipality in which the project is located. If transportation investments are necessary, they are based on an analysis of the proposed project, its location, and its estimated impact on traffic movements and densities. The required improvements conform to DelDOT's published rules, regulations and standards. Ultimate responsibility for the approval of any project rests with the local government in which the land use decisions are authorized. There may be other

Lands of Frank DeFord
Mr. Jamie Whitehouse
Page 2
February 08, 2022

reasons (environmental, historic, neighborhood composition, etc.) which compel that jurisdiction to modify or reject this proposed plan even though DeIDOT has established that these enumerated transportation improvements are acceptable.

The owner shall be responsible to submit a copy of the **recorded Minor Subdivision Plan** showing all appropriate signatures, seals, plot book and page number to the South District Public Works office (302) 853-1341 in order to obtain the entrance permit(s) for the proposed minor subdivision.

Sincerely,

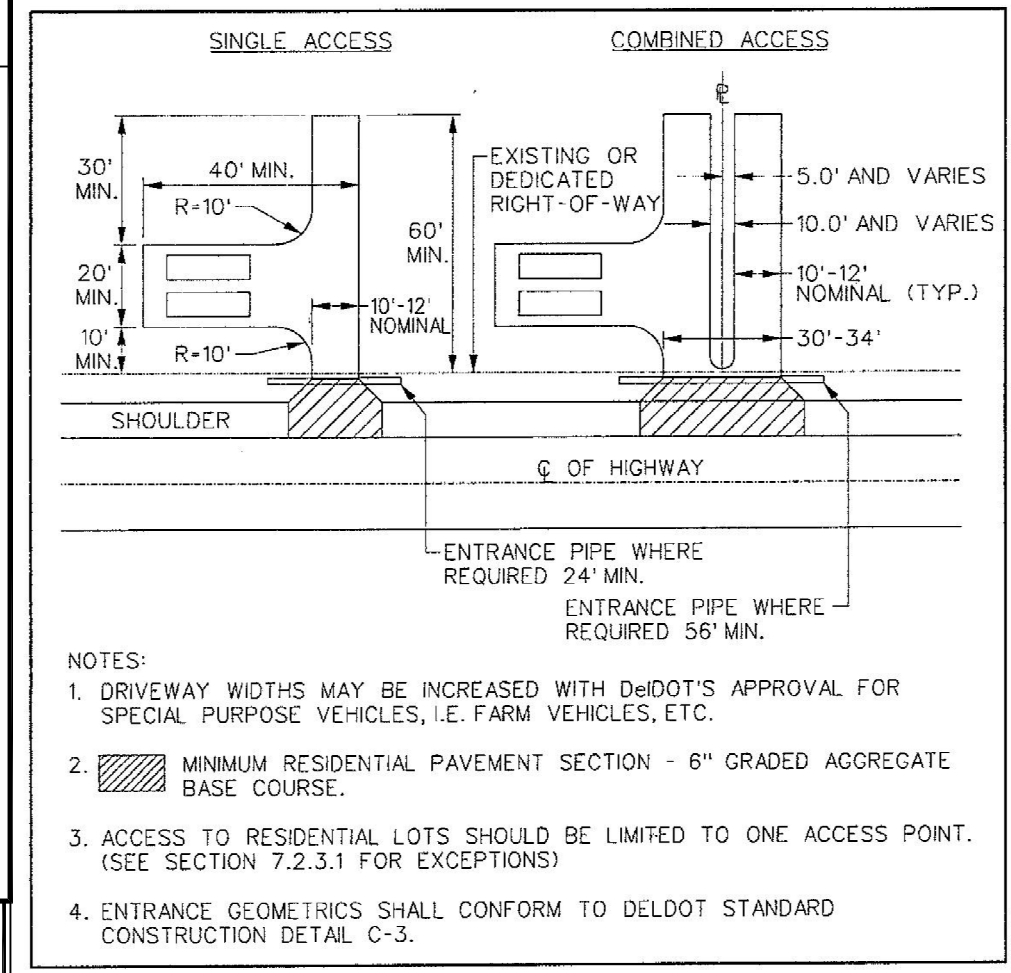


R. Stephen McCabe
Sussex County Review Coordinator
Development Coordination

cc: John Darden, Cotten Engineering, LLC
Sussex County Planning & Zoning
Jessica L. Watson, Sussex Conservation District
Matt Schlitter, South District Public Works Engineer
James Argo, South District Project Reviewer
James Smith, South District Entrance Permit Supervisor
Shannon Anderson, South District Public Work Admin Specialist
Wendy L. Polasko, P.E., Subdivision Engineer
John Andrescavage, Sussex County Reviewer

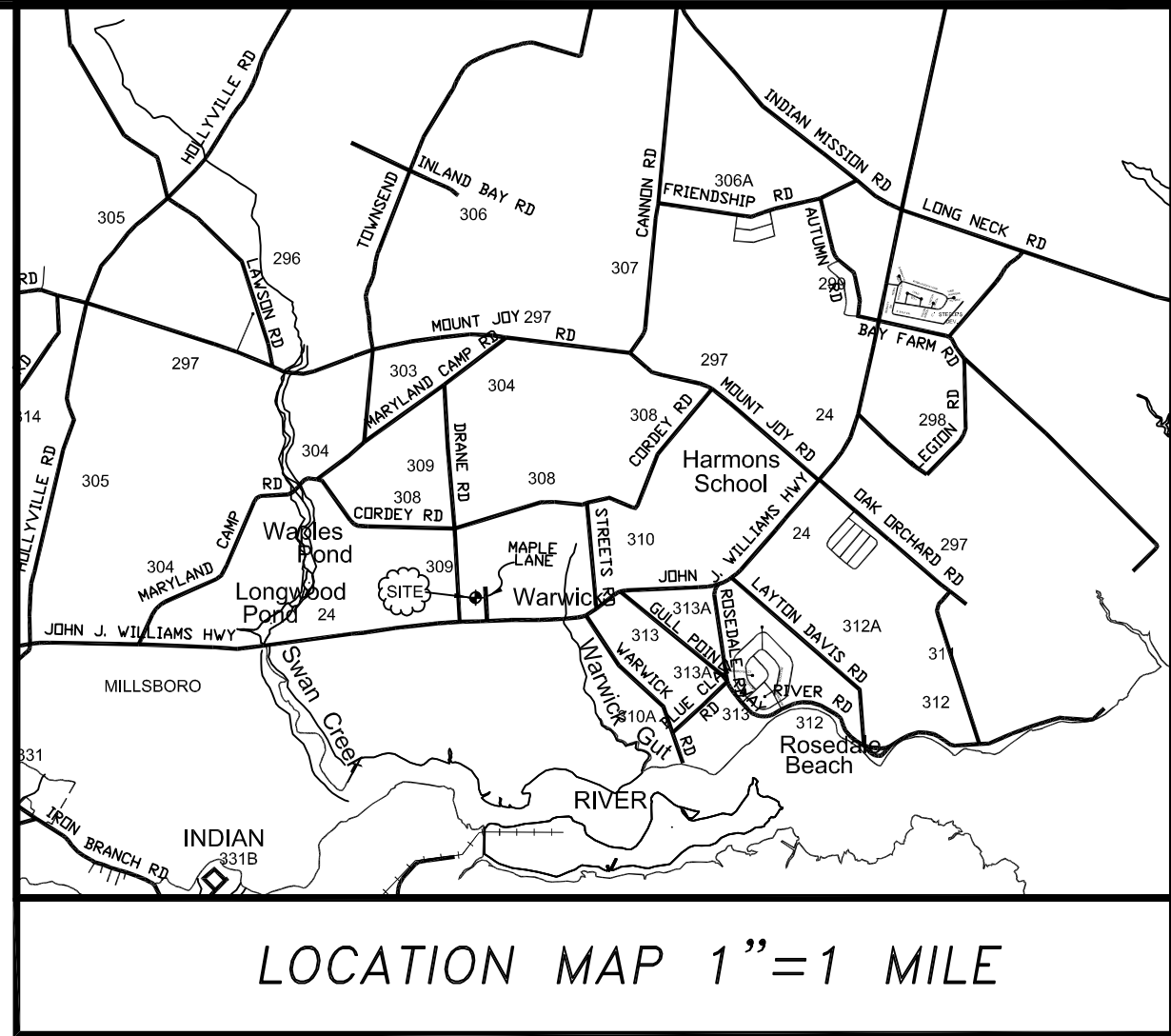
DELDOT NOTES:

- 1) ALL ENTRANCES SHALL CONFORM TO DELDOT'S DEVELOPMENT COORDINATION MANUAL AND SHALL BE SUBJECT TO ITS APPROVAL.
- 2) SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT DISTANCE OF A DRIVER PREPARING TO ENTER THE ROADWAY ARE PROHIBITED WITHIN THE DEFINED DEPARTURE SIGHT TRIANGLE AREA ESTABLISHED ON THIS PLAN. IF THE ESTABLISHED SIGHT TRIANGLE AREA IS OUTSIDE THE RIGHT-OF-WAY OR PROJECTS ONTO AN ADJACENT PROPERTY OWNER'S LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
- 3) LOT 1 & THE RESIDUAL LANDS SHALL HAVE ACCESS TO & FROM SCR 24 VIA THE EXISTING PRIVATE ROAD KNOWN AS MAPLE LANE, AS SHOWN HEREON.
- 4) OTHER THAN SHOWN, THIS SURVEY PLAT DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF RIGHTS-OF-WAY OR EASEMENTS ON THIS PROPERTY. NO TITLE SEARCH WAS REQUESTED OR PERFORMED.
- 5) THERE ARE NO TRANSPORTATION IMPROVEMENT DISTRICTS IN THE AREA.



PRIVATE ROAD MAINTENANCE AGREEMENT:

IT IS THE RESPOSIBLTY OF DEREK T. CAMPBELL, STACEY CAMPBELL, DAREN S. CAMPBELL, MATOYA CAMPBELL-ELEY & KERMIT W. CAMPBELL, JR., AS LONG AS THEY OWN THIS PROPERTY, & FUTURE OWNERS OF LOT 1 & THE RESIDUAL LANDS TO MAINTAIN THE STONE ROAD THAT RUNS INSIDE OF THE 40' WIDE EASEMENT THAT PROVIDES INGRESS & EGRESS TO THESE LOTS SO THAT IT REMAINS PASSABLE.



DATA COLUMN:

- 1) TAX MAP NO. 2-34-28.00-124.00 (PORTION OF)
- 2) ZONING CLASSIFICATION: AR-1
- 3) TOTAL NUMBER OF NEW LOTS - 1 + RESIDUAL
- 4) SETBACKS: FRONT - 40'
SIDE - 15'
REAR - 20'
- 5) TOTAL ACREAGE PRIOR TO SUBDIVISION - 1.510 ACRES
- 6) TOTAL ACREAGE WITHIN EACH LOT
LOT 1 - 0.755 ACRES
- 7) RESIDUAL AREA - 0.755 ACRES
- 8) RESIDUAL FRONTAGE - 245.31'
- 9) NUMBER OF PERMANENT MONUMENTS, FOUND - 3, SET - 4
- 10) TYPE OF UTILITIES - WELL & SEPTIC (ON SITE)
- 11) THIS PROPERTY FALLS WITHIN THE LIMITS OF ZONE X,
OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN,
FEMA PANEL 10005C0476K, EFFECTIVE 03/16/2015.
- 12) PRESENT USE - AGRICULTURAL
- 13) PROPOSED USE - RESIDENTIAL
- 14) OWNERS:
DEREK T. CAMPBELL, STACEY CAMPBELL, DAREN S. CAMPBELL,
MATOYA CAMPBELL-ELEY & KERMIT W. CAMPBELL, JR.
3418 YARNELL COURT
WALDORF, MD 20603
571-258-9391
dscamp48@gmail.com

AGRICULTURAL USE PROTECTION NOTE:

THIS PROPERTY IS LOCATED IN THE VICINITY OF LAND PRIMARILY FOR AGRICULTURAL PURPOSES ON WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES HAVE BEEN AFFORDED THE HIGHEST PRIORITY USE STATUS. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE INVOLVE NOISE, DUST, MANURE AND OTHER ODORS, THE USE OF AGRICULTURAL CHEMICALS AND NIGHTTIME FARM OPERATIONS.

SURVEYOR'S CERTIFICATION:

I, DOUGLAS J. ANNAND, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY KNOWLEDGE AND BELIEF REPRESENTS GOOD SURVEYING PRINCIPALS AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

DOUGLAS J. ANNAND, PLS 622 DATE

OWNER'S CERTIFICATION:

WE, THE UNDERSIGNED, DEREK T. CAMPBELL, STACEY CAMPBELL, DAREN S. CAMPBELL, MATOYA CAMPBELL-ELEY & KERMIT W. CAMPBELL, JR. ARE THE LEGAL OWNERS OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT OUR DIRECTION, AND THAT WE ACKNOWLEDGE THE SAME TO BE OUR ACT AND THAT WE DESIRE THE PLAN TO BE RECORDED ACCORDING TO THE LAW.

DEREK T. CAMPBELL DATE

STACEY CAMPBELL DATE

DAREN S. CAMPBELL DATE

MATOYA CAMPBELL-ELEY DATE

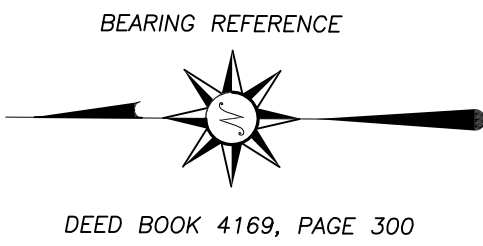
KERMIT W. CAMPBELL, JR. DATE

LEGEND:

- FOUND IRON BAR
- FOUND CONCRETE MONUMENT
- SET IRON PIPE
- EXISTING PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- - - EASEMENT LINE

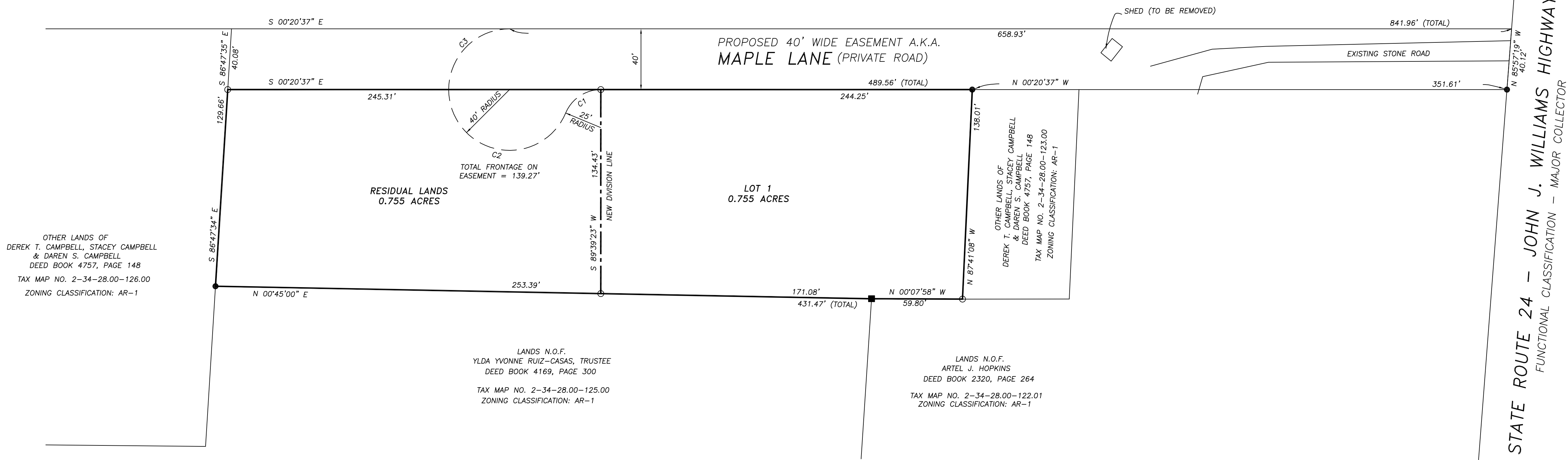
NOTES:

- 1) CLASS "B", SUBURBAN SURVEY
- 2) SOURCE OF TITLE: DEED BOOK 4767, PAGE 142
- 3) THERE ARE NO BUILDINGS ON THE ENTIRE SITE.



CURVE DATA:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	29.40'	27.74'	S 34°02'01" E	67°22'48"
C2	40.00'	109.87'	78.45'	S 10°57'59" W	157°22'48"
C3	40.00'	62.83'	56.57'	N 45°20'37" W	90°00'00"



PRELIMINARY MINOR SUBDIVISION SURVEY PLAN

PREPARED FOR
DEREK T. CAMPBELL, STACEY CAMPBELL,
DAREN S. CAMPBELL, KERMIT W. CAMPBELL, JR.
& MATOYA CAMPBELL-ELEY

SITUATED IN
INDIAN RIVER HUNDRED, SUSSEX COUNTY, STATE OF DELAWARE
SCALE: 1" = 50'
DATE: FEBRUARY 1, 2022

PREPARED BY
DOUGLAS J. ANNAND
PROFESSIONAL LAND SURVEYOR
10027 NORTH OLD STATE ROAD
LINCOLN, DELAWARE 19960
TELEPHONE: 302-448-0320
douglassannand7@gmail.com

DOUGLAS J. ANNAND, PLS 622



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

NICOLE MAJESKI
SECRETARY

January 05, 2022

Mr. Jamie Whitehouse, Director
Sussex County Planning & Zoning Commission
Sussex County Administration Building
P.O. Box 417
Georgetown, Delaware 19947

SUBJECT: Minor Subdivision - Letter of No Objection to Recordation
Frances J. Reed Subdivision
Tax Parcel # 430-16.00-29.06
SCR00040-REDDEN ROAD
SCR00591-APPLE TREE ROAD
Nanticoke Hundred, Sussex County

Dear Mr. Whitehouse:

The Department of Transportation has reviewed the Minor Subdivision Plan dated December 20, 2021 (signed by the Owner on December 28, 2021), for the above referenced site, and has no objection to its recordation as shown on the enclosed drawing. This "No Objection to Recordation" approval shall be valid for a period of five (5) years. If the Minor Subdivision Plan is not recorded and/or an entrance permit is not issued for the lot(s) prior to the expiration of the "No Objection to Recordation", then the plan must be updated to meet current requirements and resubmitted for review and approval.

Entrances(s) must be installed prior to the sale of the lot(s). All entrances shall conform to DelDOT's [Development Coordination Manual](#) and shall be subject to its approval. **This letter does not authorize the commencement of entrance construction.**

This "No Objection to Recordation" letter is not a DelDOT endorsement of the project discussed above. Rather, it is a recitation of the transportation improvements, which the applicant may be required to make as a pre-condition to recordation steps and deed restrictions as required by the respective county/municipality in which the project is located. If transportation investments are necessary, they are based on an analysis of the proposed project, its location, and its estimated impact on traffic movements and densities. The required improvements conform to DelDOT's published rules, regulations and standards.



Frances J. Reed Subdivision
Mr. Jamie Whitehouse
Page 2
January 05, 2022

Ultimate responsibility for the approval of any project rests with the local government in which the land use decisions are authorized. There may be other reasons (environmental, historic, neighborhood composition, etc.) which compel that jurisdiction to modify or reject this proposed plan even though DelDOT has established that these enumerated transportation improvements are acceptable.

The owner shall be responsible to submit a copy of the **recorded Minor Subdivision Plan** showing all appropriate signatures, seals, plot book and page number to the South District Public Works office (302) 853-1341 in order to obtain the entrance permit(s) for the proposed minor subdivision.

Sincerely,



R. Stephen McCabe
Sussex County Review Coordinator
Development Coordination

cc: Carlton Savage, Scaled Engineering, Inc.
Jessica L. Watson, Sussex Conservation District
Matt Schlitter, South District Public Works Engineer
James Argo, South District Project Reviewer
James Smith, South District Entrance Permit Supervisor
Shannon Anderson, South District Public Work Admin Specialist
Wendy L. Polasko, P.E., Subdivision Engineer
Derek Sapp, Subdivision Manager, Development Coordination



OFFICE OF THE STATE FIRE MARSHAL
Technical Services

22705 Park Avenue
Georgetown, DE 19947



SFMO PERMIT –

Plan Review Number: 2021-04-209182-MIS-01

Tax Parcel Number: 430-16.00-29.06

Status: Approved as Submitted

Date: 12/28/2021

Project

Reed Subdivision

17386 Apple Tree Road
Bridgeville DE 19933

Frances Reed Property

Scope of Project

Number of Stories:

Square Footage:

Construction Class:

Fire District: 72 - Bridgeville Volunteer Fire Co

Occupant Load Inside:

Occupancy Code: 9601

Applicant

Carlton Savage
20246 Coastal Hwy
Rehoboth, DE 19971

This office has reviewed the plans and specifications of the above described project for compliance with the Delaware State Fire Prevention Regulations, in effect as of the date of this review.

A Review Status of "Approved as Submitted" or "Not Approved as Submitted" must comply with the provisions of the attached Plan Review Comments.

Any Conditional Approval does not relieve the Applicant, Owner, Engineer, Contractor, nor their representatives from their responsibility to comply with the plan review comments and the applicable provisions of the Delaware State Fire Prevention Regulations in the construction, installation and/or completion of the project as reviewed by this Agency.

A final inspection is required.

This Plan Review Project was prepared by:

Desiree McCall

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2021-04-209182-MIS-01

Tax Parcel Number: 430-16.00-29.06

Status: Approved as Submitted

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PROJECT COMMENTS

- 1002 A** This project has been reviewed under the provisions of the Delaware State Fire Prevention Regulations (DSFPR) ADOPTED September 1, 2021. The Delaware State Fire Prevention Regulations are available on our website at www.statefiremarshal.delaware.gov. These plans were not reviewed for compliance with the Americans with Disabilities Act (ADA). These plans were not reviewed for compliance with any Local, Municipal, nor County Building Codes.
- 1093 A** In the case of one and two-family dwellings emergency service access shall be provided in such a manner so that emergency apparatus will be able to locate within 100 feet from the street to the primary entrance. Where alleys are provided, pumpers shall be able to access all portions of the alley without strict restrictions for entrance radii. (DSFPR Regulation 705, Chapter 5, Sections 2.2 and 2.2.1).
- 1171 A** Any dead end road more than 300 feet in length shall be provided with a turn around or cul-de-sac arranged such that emergency apparatus will be able to turn around by making not more than one backing maneuver. Any turn-arounds and cul-de-sacs shall be designed in accordance with DSFPR Regulation 705, Chapter 2, Sections 2.3, 2.3.1, and 2.3.
- 1180 A** This report reflects site review only. It is the responsibility of the applicant and owner to forward copies of this review to any other agency as required by those agencies.
- 1010 A** The following water for fire protection requirements apply: NONE. On-Site Wells Proposed. this site meets Water Flow Table 1. therefore the provisions of NFPA 1142 shall apply to this site (DSFPR Regulation 702, Chapter 6, Section 3). Since wells are proposed for this site, no additional requirements will be made by this Agency for water for fire protection.
- 1501 A** If there are any questions about the above referenced comments please feel free to contact the Fire Protection Specialist who reviewed this project. Please

have the plan review number available when calling about a specific project. When changes or revisions to the plans occur, plans are required to be submitted, reviewed, and approved.

SITE DATA:

1. TAX MAP NUMBER: 430-16.00-29.06
2. ADDRESS: 17386 APPLE TREE ROAD, BRIDGEVILLE, DELAWARE 19933
3. OWNER: FRANCES J REED
18164 PROGRESS SCHOOL RD
BRIDGEVILLE, DELAWARE 19933
4. ZONING: EXISTING: AR-1 (AGRICULTURAL RESIDENTIAL)
PROPOSED: AR-1 (AGRICULTURAL RESIDENTIAL)
5. USE: EXISTING: AGRICULTURAL
PROPOSED: 3 LOT SUBDIVISION
6. BUILDING SETBACKS (FOR PROPOSED LOTS):
AR-1 (AGRICULTURAL RESIDENTIAL):
FRONT 40' (APPLE TREE & REDDEN ROADS)
SIDE 15'
REAR 20'
7. LOT REQUIREMENTS: AREA 32,670 S.F. (0.75 ACRE)
WIDTH 100'
DEPTH 100'
8. TOTAL NUMBER OF LOTS: EXISTING: 1
PROPOSED: 2 (INCLUDING THE RESIDUAL)
9. AREA: 430-16.00-29.06 - EXISTING: 1,797,692 S.F. (41.27 AC)
PROPOSED LOT 1: 439,093 S.F. (10.08 AC)
PROPOSED (RESIDUAL): 1,358,599 S.F. (31.19 AC)
10. AREA AFFECTED BY ADJUSTMENT: 41.27 AC
11. POSTED SPEED LIMIT: 50 MPH
12. SEWER PROVIDER: ON-SITE WELL
13. WATER PROVIDER: ON-SITE SEPTIC
14. THIS PROPERTY IS NOT IMPACTED BY THE 100 YEAR FLOOD ZONE, DELINEATED BY THE NATIONAL FLOOD INSURANCE PROGRAM AS SHOWN AS ON FEMA FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 10005C0280K REVISED MARCH 16, 2015 (ZONE X AND AE).
15. FEDERAL WETLANDS ARE ON SITE AS SHOWN PER FWS NATIONAL WETLAND INVENTORY.
16. PROXIMITY TO DELDOT TID AREA: ± 21 MILES
17. SITE IS NOT WITHIN WELLHEAD PROTECTION AREA
18. RECHARGE AREA: EXCELLENT

NOTES:

THIS DRAWING DOES NOT VERIFY THE LOCATION, EXISTENCE, AND/OR NON-EXISTENCE OF RIGHT-OF-WAYS OR EASEMENTS CROSSING THE SUBJECT PROPERTY.

THIS DRAWING DOES NOT VERIFY THE EXISTENCE AND/OR NON-EXISTENCE OF WETLANDS OR PLANT SPECIES.

THIS DRAWING DOES NOT VERIFY UTILITIES, OR ANY OTHER SUBSURFACE OBJECTS.

ALL SETBACKS MUST BE VERIFIED BY THE HOME OWNER, CONTRACTOR, AND HOMEOWNER'S ASSOCIATION PRIOR TO ANY CONSTRUCTION.

NO TITLE SEARCH WAS PROVIDED NOR STIPULATED.

THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY PERFORMED ON 3-4-21, BY SCALED ENGINEERING, INC. BOUNDARY INFORMATION WAS TAKEN FROM DEED BOOK 4809 PAGE 239 (THE CURRENT DEED OF RECORD), PLAT BOOKS (44-129, 235-14, 67-133, 330-90, 322-37, & 201-58) AND OTHER DOCUMENTS OF PUBLIC RECORD. THIS PLAN HAS BEEN ROTATED TO DELAWARE STATE PLANE.

CLASS: RURAL

ALL FIRE LANES, FIRE HYDRANTS, AND FIRE DEPARTMENT CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH THE STATE FIRE PREVENTION REGULATIONS.

DELDOT NOTES:

1. IF EXISTING ENTRANCES ARE ALTERED, THEY SHALL CONFORM TO DELDOTS DEVELOPMENT COORDINATION MANUAL (DCM) AND SHALL BE SUBJECT TO ITS APPROVAL. NO CONSTRUCTION ACTIVITY SHALL OCCUR IN THE RIGHT-OF-WAY (ROW) WITHOUT A DELDOT PERMIT.
2. SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT DISTANCE OF A DRIVER PREPARING TO ENTER THE ROADWAY ARE PROHIBITED WITHIN THE DEFINED DEPARTURE SIGHT TRIANGLE AREA ESTABLISHED ON THIS PLAN. IF THE ESTABLISHED DEPARTURE SIGHT TRIANGLE AREA IS OUTSIDE THE RIGHT-OF-WAY OR PROJECTS ONTO AN ADJACENT PROPERTY OWNERS LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
3. IF THE RESIDUAL LANDS OF THE APPLICANT ARE EVER DEVELOPED INTO A MAJOR SUBDIVISION, THEN THE ACCESS TO THE PARCELS CREATED BY THIS MINOR SUBDIVISION PLAN MAY BE REQUIRED TO BE FROM AN INTERNAL SUBDIVISION STREET.
4. REFER TO DELDOT STANDARD DETAIL M-2 (2011) FOR RIGHT-OF-WAY MONUMENTS.
5. ALL ENTRANCES SHALL CONFORM TO DELDOT'S DEVELOPMENT COORDINATION MANUAL (DCM) AND SHALL BE SUBJECT TO ITS APPROVAL.
6. LOT 1, LOT 2 & LOT 3 SHALL HAVE ACCESS TO SCR 591 VIA A 50-FOOT WIDE INGRESS/EGRESS EASEMENT.

