JAMIE WHITEHOUSE, AICP DIRECTOR OF PLANNING & ZONING (302) 855-7878 T (302) 854-5079 F jamie.whitehouse@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.



JAMIE WHITEHOUSE, AICP, MRTPI DIRECTOR OF PLANNING & ZONING (302) 855-7878 T jamie.whitehouse@sussexcountyde.gov



Sussex County

DELAWARE sussexcountyde.gov

Memorandum

To: Sussex County Planning Commission Members

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

CC: Vince Robertson, Assistant County Attorney

Date: September 1, 2022

RE: Other Business for the September 8th, 2022, Planning Commission Meeting

This memo provides background for the Planning Commission to consider as a part of the Other Business to be reviewed during the September 8, 2022, Meeting of the Planning & Zoning Commission.

Scenic Manor (2019-29) (F.K.A. Estates at Mulberry Knoll)

KS

Final Subdivision & Landscape Plan

This is a Final Subdivision and Landscape Plan for a Coastal Area cluster subdivision to divide 166.83 acres into three-hundred and nineteen (319) single-family lots, private roads, open space and proposed amenities to include a clubhouse, walking paths and two (2) tot lots. The parcel is located on the east and west side of Mulberry Knoll Road (S.C.R. 284), approximately 0.67 mile south of John J. Williams Highway (Route 24). The Planning and Zoning Commission approved the Preliminary Subdivision Plan at their meeting of Thursday, April 22, 2021. The proposal is also located within the Henlopen Transportation Improvement District (TID) and shall be subject to its requirements. The Final Subdivision Plan complies with the Sussex County Zoning and Subdivision Codes and all Conditions of Approval. Tax Parcel: 334-18.00-43.00. Zoning: AR-1 (Agricultural Residential District). Staff are in receipt of all agency approvals.

Ocean Ridge East (MR-RPC) (CZ 817)

BM

Revised Site Plan (Revision of Open Space Design)

This is a request to revise the Final Site Plan relating to open space parcels in the Ocean Ridge East (MR-RPC) subdivision on the Lands of Ocean Ridge East Association for the construction of fencing. The Applicant seeks the revision to allow for fencing to be constructed on two (2) parcels adjacent to Coastal Highway (Route 1) which are part of the Ocean Ridge development and designated as "Utility & Landscape Area." The Ocean Ridge (RPC) Residential Planned Community was approved by Sussex County Council for a Change of Zone from Medium-Density Residential (MR) to Medium-Density Residential District, Residential Planned Community (MR-RPC) at their meeting on Tuesday, April 28th, 1987, through Change of Zone (C/Z #817) and this change was adopted via Ordinance No. 412. The Applicant proposes fencing measuring five (5) feet in height and additional plantings to improve both the safety and aesthetics of the buffer area. The parcels consisting of (0.14) +/- and (0.25) +/- acres are located on the east side of Coastal Highway (Route 1) extending both north and south from the intersection of Coastal Highway (Route 1) and Pearl Avenue. Tax Parcels: 134-9.00-801.00, 802.00. Zoning: MR (Medium-Density Residential District) – RPC (Residential Planned Community District).



Surfing Crab KS

Revised Final Site Plan

This is a Revised Final Site Plan for the construction four one-story warehouse buildings that are planned for a "flex-style" commercial use. Specifically, two 3,000 square foot buildings and two 3,500 square foot buildings are proposed. Included in the plan are 27 standard size parking spaces, loading areas, stormwater management areas, and other site improvements. The property is located on the northeast side of Coastal Highway (Route 1), approximately 500 feet north of the intersection with Minos Conaway Road in Lewes. The Revised Final Site Plan complies with the Sussex County Zoning Code. Tax Parcel: 334-1.00-11.00. Zoning: C-1 (General Commercial). Staff are awaiting agency approvals. Should the Commission desire to act favorably, it is requested that final approvals be made by staff upon the receipt of all agency approvals.

Spring Lake Townhomes (F.K.A. Spring Lake Condominiums)

KS

Revised Final Site Plan

This is a Revised Final Site Plan for the Spring Lake Townhomes – Commercial Property (F.K.A. Spring Lake Condominiums) for the establishment of eighty-five (85) new townhomes and other site improvements. The property is located on the southwest side of Coastal Highway (Rt. 1). The Final Site Plan was originally approved Final by staff by the Sussex County Planning and Zoning Commission at their meeting of June 25th, 2015 and received approval stamps on September 17th, 2018. The Revised Final Site Plan complies with the Sussex County Zoning Code. Tax Parcel: 234-10.00-1.05. Zoning: C-1 (General Commercial District). Staff are awaiting agency approvals but would like to request final by staff contingent on the receipt of agency approvals.

S-22-27 Samuel C. Warrington II

KS

Preliminary Site Plan

This is a Preliminary Site Plan for the establishment of a Boat and RV Storage facility. The area to be utilized as storage equals 2.7 acres +/-, and the total area dedicated to storage, entrance improvements, and drive aisles equals 3 acres. This storage is proposed to be established as a portion of a 40-acre parcel that is located on the east side of Postal Lane (S.C.R. 283) in Lewes. Specifically, the plan includes a 6-foot fence that will surround the site, a vegetative buffer, a security gate, and other ancillary features and improvements. The use is supported through Conditional Use No. 2237 which was approved by the Sussex County Council on December 1st, 2020. Tax Parcels: 334-6.00-682.00 & 334-12.00-55.01. Zoning: AR-1 (Agricultural Residential District). Staff are awaiting agency approvals.

The Peninsula – MR-RPC

HW

Revised Amenities Plan

This is a Revised Amenities Plan for The Peninsula – Phase 2 Lakeside Village. This plan proposes the removal of fencing, certain landscape features, a playground, a volleyball court, and the construction of a 13,000 square foot pool, 1,600 square foot kids' pool, and a pumproom-bath house building. Grading and other site improvements will be made. This Amenities Plan was most recently amended by staff on March 21, 2017. This plan added a pool bar and a bathroom. The original Amenities Plan was approved in 2005. Included in the published packet is a letter from the President of the Homeowner's Association and a copy of the most recent Master Plan. Furthermore, documentation of resident approval has been made available. The Revised Amenities Plan complies with the Sussex County Zoning Code and all Conditions of Approval. Tax Parcel: 234-30.00-32.00. Zoning: Medium Density Residential – Residential Planned Community (MR-RPC). Staff are awaiting agency approvals.

Tower Hill (2018-17) (F.K.A. Groome Property)

Preliminary Amenities Plan

This is a Preliminary Amenities Plan for the creation of a 6,204 square foot clubhouse, patio, 2,854 square foot in-ground pool, 4,696 square feet of pickleball courts, 1,880 square foot outdoor kitchen area, pavilion, patio, bocce courts, great lawn, a farm-to-table garden and two community gathering areas. The parcel is located on the southwest side of Ethel Way within the existing Tower Hill Subdivision. The Preliminary Amenities Plan complies with the Sussex County Zoning Code and all Conditions of Approval. Tax Parcel: 335-8.00-2.02. Zoning: AR-1 (Agricultural Residential District). Staff are in receipt of all agency approvals.

S-17-36 Oyster House Village (CU 1642)

KS

Preliminary Amenities Plan

This is a Preliminary Amenities Plan for the Oyster House Village development, a development consisting of thirty (30) single-family condominium homes. At their meeting of Tuesday, March 28, 2006, the multifamily use was approved on the site through Conditional Use (CU) No. 1642. Specifically, the proposal is for the establishment of amenities to include a 1,360 square foot bocce ball court, 1,245 square foot in-ground pool, pool deck, fencing, retaining wall, and a 200 square foot pool equipment and bath house. The project is located on the west side of Oyster House Road within the existing Oyster House Village multifamily development. The Preliminary Amenities Plan complies with the Sussex County Zoning Code and all Conditions of Approval. Tax Parcel: 334-19.08-42.00. Zoning: AR-1 (Agricultural Residential District). Staff are in receipt of all agency approvals.

Milos Haven (CZ 1881) (F.K.A. Lakelynns)

KH

Preliminary Amenities Plan

This is a Preliminary amenities Plan for the Milos Haven RPC community for the construction of a proposed 263 square foot bathhouse, an in-ground pool and other site improvements. The project is located on the northeast side of Norman Lane a private street within the Milos Haven Community. The Preliminary Amenities Plan complies with the Sussex County Zoning Code and all Conditions of Approval. Tax Parcel: 134-18.000-38.00. Zoning: GR-RPC (General Residential District) (Residential Planned Community). Staff are in receipt of all agency approvals and would like to request final by staff.

Minor for Lands of Thomas Vilone

KS

Minor Subdivision Plan

This is a Minor Subdivision plan for the Lands of Thomas Vilone for the creation of two (2) additional lots and residual land off of a 50' wide ingress/egress access easement. Proposed Lot 1 (residual lands) consists of approximately 1.202 acres +/-, Proposed Lot 2 consists of approximately 0.75 acres +/- and Proposed Lot 3 consists of 1.054 acres +/-. The property is located on the west side of Harbeson Road (Rt. 5). The Minor Subdivision Plan complies with the Sussex County Zoning and Subdivision Codes. Tax Parcel: 234-10.00-4.00. Zoning: AR-1 (Agricultural Residential District). Staff are in receipt of all agency approvals and would like to request final by staff.

KS



August 25, 2022

Mr. Cory Tieste Morris & Ritchie Associates Inc. 18 Boulden Circle, Suite 36 New Castle, DE 19720 ctieste@mragta.com

RE: Scenic Manor Final Submittal Letter

Mr. Tieste:

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 fee for \$39,778.50 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.
- DelDOT 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 Stormwater Plan Reviewer

ENGINEERING DEPARTMENT

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

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





DELAWARE sussexcountyde.gov

HANS M. MEDLARZ, P.E. COUNTY ENGINEER

August 11, 2022

Mr. Christopher Flathers, P.E. Morris & Ritchie Associates, Inc. 18 Boulden Circle Suite 36 Wilmington, DE 19720

REF: SCENIC MANOR (FKA ESTATES AT MULBERRY KNOLL)

MULBERRY KNOLL

SUBDIVISION NO. 2019-29

SUSSEX COUNTY TAX MAP NUMBER 334-18.00-PARCEL 43.00 - CLASS-1

AGREEMENT NO. 1141

Dear Mr. Flathers:

A review of the above referenced plans has been completed by the Sussex County Engineering Department. A review must be completed from DNREC for this project wastewater construction permit before submitting plans for County approval. Provide four (4) sets of plans in a size of 24" x 36" and one (1) CD or file transfer of PDFs for each sheet. One set of plans will be returned to the Engineer/Consultant for their record.

Each sheet must be signed and sealed by the Engineer and the cover sheet of the plan shall have the owner/developer's and wetland consultant signature, this includes PDFs being submitted prior to Sussex County Engineering Department approval.

If 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 should have any questions, please do not hesitate to contact me.

Sincerely,

SUSSEX COUNTY ENGINEERING DEPARTMENT

Jordan T. Dickerson Engineering Technician IV



MAPPING & ADDRESSING

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





November 8, 2019

MRA Attn: Sharon Peacock 18 Boulden Cir. Suite 36 *New Castle, De.19720*

RE: Scenic Manor

I have received proposed street name(s) for the existing subdivision, **Scenic Manor** located in Lewes. In reviewing the proposed street name(s) the following have been **approved**:

Skipjack Dr	Spinnaker Way	Topsail Way
Primrose Ct	Crosswinds Dr	Serenity Ct
Swan Creek Dr	Baymont Ct	Meadowood Dr
Seals Point Way		

Use only **approved** road names that you have written confirmation for or you will be required to rerecord. Each street name is to be used only once.

Upon final approval of Scenic Manor please forward a copy of the recorded site plan to my attention. Our office would appreciate a digital copy if at all possible for the purpose of addressing. Should you have any questions, please contact the Sussex County Addressing Department at 302-855-1176.

Sincerely,

Terri L.Dukes

Terri L.Dukes Addressing Technician II

CC: Christin Headley Planning & Zoning



MAPPING & ADDRESSING

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





November 8, 2019

MRA Attn: Sharon Peacock 18 Boulden Cir. Suite 36 *New Castle,De.19720*

RE: Proposed Subdivision Name(s)

I have reviewed the name(s) submitted for your proposed subdivision which is located in Lewes (334-18.00-43.00). In reviewing the proposed name(s) the following has been approved for this subdivision:

Scenic Manor

Should you have any questions please contact the Sussex County Addressing Department at 302-853-5888 or 302-855-1176.

Sincerely,

Terri L Dukes

Terri L. Dukes Addressing Technician II

CC: Christin Headley Planning & Zoning





A Middlesex Water Company Affiliate

August 11, 2022

Via email only

Mr. Cory Tieste Morris & Ritchie Associates, Inc. 18 Bolden Circle, Suite 36 New Castle, DE 19720

RE: Scenic Manor

Water Distribution System Letter of No Objection

Dear Mr. Tieste:

Tidewater Utilities, Inc. is in receipt of the water distribution plans for the Scenic Manor Subdivision. After reviewing the initial water distribution plans for the Scenic Manor Subdivision, Tidewater Utilities, Inc. has no objection to this project.

We will continue to work together with your project team on the review of the plans towards development of the final water distribution system design. Once the review process is complete and all required documentation and payments are executed and submitted, final approval authorizing construction of the system will be granted.

If you should have any questions, please contact me at (302) 747-1339 or at tpriester@tuiwater.com.

Sincerely,

Tawanda Priester

Sowenda Presto

Project Engineer

cc: John Richardson, MKR Land Investment, LLC

CONDITIONS OF APPROVAL

- A. THERE SHALL BE NO MORE THAN 319 LOTS WITHIN THE SUBDIVISION.
- B. THE SUBDIVISION SHALL BE SERVED BY A CENTRAL WATER SYSTEM FOR POTABLE WATER AND
- C. THE SITE SHALL BE SERVED BY CENTRAL SEWER AS PART OF THE SUSSEX COUNTY SEWER
- D. THE DEVELOPER SHALL ESTABLISH A HOMEOWNER'S ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF STREETS, BUFFERS, STORMWATER MANAGEMENT FACILITIES AND OTHER
- E. 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 CONSERVATION DISTRICT FOR THE DESIGN AND LOCATION OF ALL STORMWATER MANAGEMENT AREAS AND EROSION AND SEDIMENTATION CONTROL FACILITIES. THE SYSTEM SHALL BE MAINTAINED AND OPERATED USING BEST MANAGEMENT PRACTICES.
- THERE SHALL BE A VEGETATED OR FORESTED BUFFER THAT IS AT LEAST 20 FEET WIDE INSTALLED ALONG THE PERIMETER OF THIS SUBDIVISION. THIS BUFFER SHALL UTILIZE FOREST OR SIMILAR VEGETATION AS MUCH AS POSSIBLE WITH LIMITED DISTURBANCE.
- G. THE DEVELOPMENT SHALL COMPLY WITH ALL DELDOT ENTRANCE AND ROADWAY IMPROVEMENT REQUIREMENTS, INCLUDING THE REQUIREMENTS OF THE HENLOPEN TRANSPORTATION
- H. STREET DESIGN SHALL MEET OR EXCEED SUSSEX COUNTY STANDARDS.
- ROAD NAMING AND ADDRESSING SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE SUSSEX COUNTY MAPPING AND ADDRESSING DEPARTMENT.
- CONSTRUCTION, SITE WORK AND DELIVERIES SHALL ONLY OCCUR ON THE SITE BETWEEN THE HOURS OF 8:00AM THROUGH 5:00PM, MONDAY THROUGH FRIDAY, AND 8:00AM AND 2:00PM ON SATURDAYS. NO SUNDAY HOURS ARE PERMITTED.
- K. THE APPLICANT SHALL COORDINATE WITH THE LOCAL SCHOOL DISTRICT REGARDING THE LOCATION OF A SCHOOL BUS STOP. THE LOCATION AND DETAILS OF THIS AREA SHALL BE
- THE DEVELOPMENT SHALL BE SERVED BY ITS OWN ON-SITE AMENITIES INCLUDING A CLUBHOUSE THAT IS AT LEAST 3,000 SQUARE FEET IN SIZE, AN OUTDOOR POOL AND TWO CHILDREN'S PLAYGROUNDS THAT ARE ON EACH SIDE OF MULBERRY KNOLL ROAD, AS REQUESTED BY THE APPLICANT, AND SUBJECT TO ANY REQUIRED STATE AND FEDERAL APPROVALS, A KAYAK LAUNCHING AREA SHALL BE PERMITTED. NO MOTORIZED VESSELS SHALL USE ANY DOCK ASSOCIATED WITH THIS DEVELOPMENT.
- M. ALL AMENITIES SHALL BE COMPLETED AND OPEN FOR USE PRIOR TO THE ISSUANCE OF THE 140TH RESIDENTIAL BUILDING PERMIT.
- N. AS STATED BY THE APPLICANT, THERE SHALL BE A BUFFER THAT IS AT LEAST 50 FEET WIDE FROM ALL TIDAL WATERS AND TIDAL WETLANDS. IN ADDITION, THERE SHALL NOT BE ANY DISTURBANCE OF TREES OR OTHER VEGETATION WITHIN THESE BUFFER AREAS AND THE REQUIRED SILT FENCING SHALL BE UPLAND OF THESE BUFFER AREAS TO AVOID DISTURBANCE
- O. THERE SHALL BE SIDEWALKS ON BOTH SIDES OF ALL STREETS AND THE SIDEWALK SYSTEM SHALL CONNECT WITH DELDOT'S MULTIMODAL PATH.
- P. AS STATED BY THE APPLICANT, A SYSTEM OF FULLY-SHIELDED AND DOWNWARD SCREENED STREETLIGHTING SHALL BE PROVIDED.
- Q. THE DEVELOPER SHALL COORDINATE WITH DELDOT FOR A SAFE CROSSING OF MULBERRY KNOLL ROAD BETWEEN THE TWO SECTIONS OF THIS SUBDIVISION. THE DEVELOPER SHALL INDICATE THE MEANS OF SAFE CROSSING ON THE FINAL SITE PLAN, AND NO HOMES SHALL BE CONSTRUCTED ON THE WEST SIDE OF MULBERRY KNOLL ROAD UNTIL THOSE SAFETY MEASURES
- R. THE APPLICANT SHALL COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THE HENLOPEN TRANSPORTATION IMPROVEMENT DISTRICT INFRASTRUCTURE RECOUPMENT AGREEMENT DATED MARCH 7TH, 2022, INCORPORATED HEREIN BY REFERENCE.
- S. THE FINAL SITE PLAN SHALL INCLUDE A LANDSCAPE PLAN CONFIRMING ALL LANDSCAPING TO BE PROVIDED, THE PRESERVATION OF ALL BUFFER AREAS, AND THE FORESTED AREAS THAT
- T. A COPY OF THE FINAL ARCHEOLOGICAL REPORT PREPARED BY EDWARD OTTER, INC. SHALL BE SENT TO THE STATE HISTORICAL PRESERVATION OFFICE PRIOR TO THE SUBMISSION OF A
- SUBMITTED TO THE OFFICE OF PLANNING AND ZONING. V. THE FINAL SITE PLAN SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE PLANNING
- AND ZONING COMMISSION. NOTE: IF REQUIRED BY THE CAPE HENLOPEN SCHOOL DISTRICT A PROTECTED SCHOOL BUS SHELTER WITH RELATED PARKING SHALL BE INSTALLED AT THE ENTRANCE TO THE DEVELOPMENT. ALTERNATIVELY, THE DEVELOPER SHALL COORDINATE WITH THE SCHOOL DISTRICT FOR ANOTHER

LOCATION, WITH A PREFERENCE FOR THE CLUBHOUSE BUILDING.

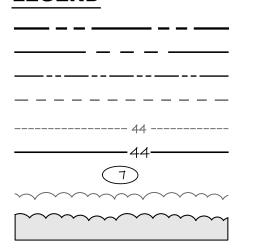
SUSSEX CONSERVATION DISTRICT APPROVAL BLOCK

SCENIC MANOR

F.K.A. ESTATES AT MULBERRY KNOLL SUSSEX COUNTY, DELAWARE FINAL RECORD PLATS **AR-1 CLUSTER** SUSSEX COUNTY PLANNING # 2019-29



LEGEND



EXISTING PROPERTY LINE PROPOSED R/W LINE PROPOSED LOT LINE

PROPOSED CONTOURS PROPOSED LOT NUMBER PROPOSED WOODLANDS

PROJECT TEAM

MKR LAND INVESTMENT, LLC MR. JOHN RICHARDSON 260 HOPEWELL ROAD CHURCHVILLE, MD 21028

18 BOULDEN CIRCLE, SUITE 36 NEW CASTLE, DE 19720 ATTN: MR. PHILLIP L. TOLLIVER, P.E. MORRIS & RITCHIE ASSOCIATES, INC. 8 WEST MARKET STREET

> GEORGETOWN, DE 19947 ATTN: MR. GARY POWERS

MORRIS & RITCHIE ASSOCIATES, INC.

GEO-TECHNOLOGY ASSOCIATES, INC. 3445 BOX HILL CORPORATE CENTER DRIVE, SUITE A

ABINGDON, MD 21009 ATTN: MR. MATTHEW JENNETTE GEOTECHNICAL

GEO-TECHNOLOGY ASSOCIATES, INC. 21133 STERLING AVENUE, SUITE 7 GEORGETOWN, DE 19947 ATTN: MR. GREG SAUTER

THE TRAFFIC GROUP 9900 FRANKLIN SQUARE DR. - SUITE H BALTIMORE, MD 21236

ATTN: MR. JOE CALOGGERO, P.E.

FUQUA, WILLARD, STEVENS & SCHAB, P.A. 20245 BAY VISTA ROAD #203 REHOBOTH BEACH, DE 19971 ATTN: MR. JAMES A. FUQUA, JR.

INDEX OF DRAWINGS

FINAL RECORD PLATS TITLE SHEET

FINAL RECORD PLATS NOTES & DETAILS

3 - FINAL RECORD PLATS 4 - FINAL RECORD PLATS

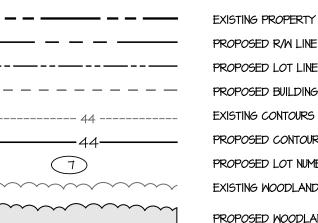
5 - FINAL RECORD PLATS FINAL RECORD PLATS

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PROPOSED BUILDING SETBACK LINE

EXISTING WOODLANDS LINE

SCALE: I" = 2000'

THE DEVELOPER WILL BE PARTICIPATING IN THE HENLOPEN TID. THE INFRASTRUCTURE RECOUPMENT AGREEMENT IS RECORDED UNDER BOOK 5687/PAGE 273 IN THE OFFICE OF THE SUSSEX COUNTY RECORDER OF DEEDS.

LOCATION MAP

PHASING NOTE:

TID NOTE:

THE CONTRACTOR SHOULD BE AWARE THAT THE RELEASE OF BUILDING PERMITS FOR THIS PROJECT IS BEING PHASED. A PHASING AGREEMENT BETWEEN THE DEVELOPER AND DELDOT HAS BEEN EXECUTED.

OWNER CERTIFICATION

, UNDERSIGNED, AS OWNER OF THE PROPERTY SHOWN, HEREBY APPROVE THESE PLANS FOR DEVELOPMENT AS SHOWN OR

THOMAS BEST & SONS INC.

WETLANDS STATEMENT

SEO-TECHNOLOGY ASSOCIATES, INC. (GTA) HAS CONDUCTED A FIELD REVIEW WITHI THE BOUNDARIES OF THIS PLAT TO EVALUATE THE PRESENCE OR ABSENCE OF POTENTIAL STATE AND FEDERAL JURISDICTIONAL WETLANDS FOR THE PURPOSES DELAWARE WETLAND AND SUBAQUEOUS LAND REGULATIONS AND SECTION 404 OF THE CLEAN WATER ACT. GTA'S REVIEW WAS CONDUCTED IN GENERAL ACCORDANCE. WITH THE TECHNIQUES AND CRITERIA PROVIDED IN THE 1987 CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL AND THE REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLANDS DELINEATION MANUAL: ATLANTIC AND GULF COASTAL PLAN REGION (VERSION 2.0), DATED NOVEMBER 2010. THE LIMITS OF THE WETLANDS WERE EVALUATED IN THE FIELD BY GTA PERSONNEL USING BEST

MATTHEW , IENNETTE GEO-TECHNOLOGY ASSOCIATES, INC.

9/1/22

SHEET: 1 OF 14

ENGINEER'S CERTIFICATION

, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF DELAWARE AND THAT THE PLAN SHOWN AND DESCRIBED HEREON, IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY ACCEPTED STANDARDS AND PRACTICES AND BY THE SUSSEX COUNTY SUBDIVISION AND LAND DEVELOPMENT REGULATIONS TO THE EXTENT THAT IT DESCRIBES THE PROPOSED MANNER AND LAYOUT OF THE SUBDIVISION.

PHILLIP L. TOLLIVER, P.E. DE LICENSE NO. #12489

PLAN APPROVALS

APPROVED BY CHAIRMAN OR SECRETARY DATE

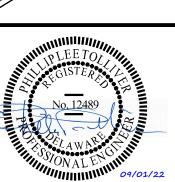
SUSSEX COUNTY PLANNING ZONING COMMISSION

PRESIDENT SUSSEX COUNTY PLANNING



MORRIS & RITCHIE ASSOCIATES, INC. ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

18 BOULDEN CIRCLE, SUITE 36 NEW CASTLE, DELAWARE 19720 (302) 326-2200 FAX: (302) 326-2399



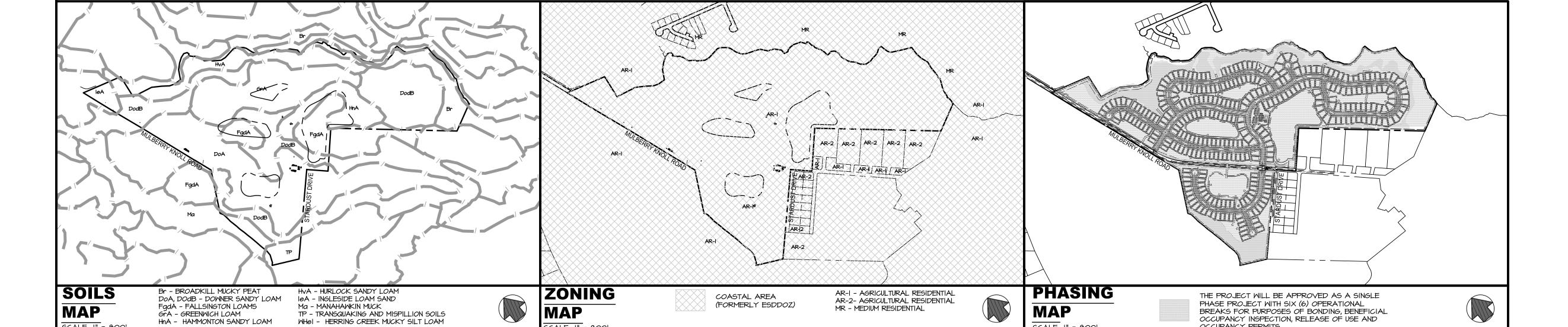
FINAL RECORD PLATS TITLE SHEET

WWW.MRAGTA.COM

SCENIC MANOR SCR 284

LEWES & REHOBOTH HUNDRED SUSSEX COUNTY, DELAWARE JOB NO.: 20572 SCALE: AS NOTED DATE: 5/20/21 DRAWN BY: BS

REVISIONS DELDOT COMMENTS SUSSEX COUNTY PLANNING AND ZONING COMMENTS DESIGN BY: CJF/CMT REVIEW BY: CJF



CONSTRUCTION NOTES

- CONTRACTOR SHALL NOTIFY "MISS UTILITY" AT (1-800-282-8555) AT LEAST (3) WORKING DAYS PRIOR TO EXCAVATION, TO HAVE EXISTING UNDERGROUND UTILITIES LOCATED AND MARKED.
- 2. ALL MATERIALS & WORKMANSHIP SHALL MEET THE STATE OF DELAWARE STANDARDS & SPECIFICATIONS.
- 3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, AND PROJECT SPECIFICATIONS.
- 4. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SHALL APPRISE AND COORDINATE DURING ALL PHASES OF CONSTRUCTION:

MKR LAND INVESTMENT LLC. 410-879-8055 SUSSEX COUNTY ENGINEERING DEPARTMENT 302-855-7718 TIDEWATER UTILITIES 302-945-8880 SUSSEX CONSERVATION DISTRICT 302-856-2105 302-856-5488 COMCAST 804-562-3409 DELAWARE ELECTRIC COOPERATIVE 302-349-589 DELMARVA POWER 678-831-2444 MEDIACOM 804-562-3409 **YERIZON** 302-422-1464

- 5. CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL RIGHT-OF-WAY LINES AND PROPERTY LINES TO HIS OWN SATISFACTION. ALL PROPOSED UTILITIES ARE TO BE CONSTRUCTED WITHIN THE ROADWAY OR EASEMENT RIGHT-OF-WAY. DISTURBED AREAS BEYOND THE EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION.
- 6. INFORMATION SHOWN HEREON IS BASED UPON GIS DATA OBTAINED THROUGH THE STATE OF DELAWARE GIS WEBSITE (FIRSTMAP-DELAWARE,OPENDATA,ARCGIS,COM) AND DOES NOT REPRESENT FIELD RUN TOPOGRAPHIC OR BOUNDARY SURVEY. SITE LAYOUT IS SUBJECT TO REVISION PENDING FIELD SURVEY.
- EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE BASED UPON THE BEST AVAILABLE INFORMATION AND ARE SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. NO GUARANTEE IS MADE OR IMPLIED REGARDING THE ACCURACY OR COMPLETENESS THEREOF. CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF DEPTH. SIZE AND MATERIAL OF ALL UNDERGROUND UTILITIES TO HIS OWN SATISFACTION BEFORE BEGINNING ANY EXCAVATION OR UTILITY INSTALLATION. THE OWNER AND ENGINEER DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SAID INFORMATION, IF THE CONTRACTOR RELIES ON SAID INFORMATION, HE DOES SO AT HIS OWN RISK. THE GIVING OF THE INFORMATION ON THE PLANS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATIONS TO SUPPORT AND PROTECT ALL SHOWN OR NOT SHOWN EXISTING UTILITIES AND APPURTENANCES. SHOULD ANY EXISTING UTILITIES BE DAMAGED BY THE CONTRACTOR, THE CONTRACTOR SHALL REPAIR THE DAMAGE CAUSED TO THE UTILITY OWNER'S SATISFACTION, AT THE CONTRACTOR'S EXPENSE.
- DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE PERFORMED IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
- 9. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC IN ALL WORK AREAS.
- IO. ROUGH GRADING SHALL BE COMPLETE PRIOR TO THE CONSTRUCTION OF WATER & SEWER SYSTEMS.
- II. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL IN ACCORDANCE WITH SECTION 209 OF THE DELAWARE DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS STANDARD SPECIFICATIONS AND REFERENCED BY SUSSEX COUNTY ORDINANCE 38 SECTION 5-05 EXCAVATION AND BACKFILL FOR PIPE TRENCHES SUBSECTION B MATERIALS
- 12. CONTRACTOR SHALL ADJUST TO FINISH GRADE AS NECESSARY ANY VALVE BOXES, MANHOLES, CATCH BASINS
- 13. CONTRACTOR SHALL PROVIDE STAKEOUT NECESSARY FOR THE INSTALLATION OF UTILITIES, STORMDRAINS, PAVING AND ALL OTHER SITE WORK INCLUDED IN THESE PLANS. ALL STAKEOUT WORK IS TO BE PERFORMED UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF DELAWARE.
- 14. CONTRACTOR TO MAINTAIN MINIMUM OF 3.0 FEET OF COVER OVER ALL NEW WATER LINES AS MEASURED FROM TOP OF PIPE TO FINISHED GRADE, UNLESS OTHERWISE NOTED.
- 15. SEMER LINES SHALL HAVE MINIMUM VERTICAL CLEARANCE OF 18 INCHES FROM WATER MAINS AT CROSSINGS. MAINTAIN A 10 FOOT MINIMUM PLAN SEPARATION BETWEEN SEWER AND WATER MAINS. SEWER LINES SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 12 INCHES FROM OTHER UTILITIES. IF THESE CLEARANCES CANNOT BE

MAINTAINED, THEN PROVISIONS FOR PROPERLY ENCASING THE PIPE IN CONCRETE MUST BE PROVIDED.

- 16. LATERALS SHALL BE 6 INCHES IN DIAMETER, WITH VERTICAL CLEANOUTS OF 6 INCHES IN DIAMETER, AND TO HAVE A MINIMUM OF 3' OF COVER FROM SUSSEX COUNTY CLEANOUT TO MAIN LINE. CLEANOUTS SHALL BE LOCATED AT EDGE OF RIGHT-OF-WAY.
- 17. ALL GRAVITY SEWER PIPES FROM DEPTHS 3'-12' SHALL BE PVC SDR-35. ALL GRAVITY SEWER PIPES FROM DEPTHS 12'-20' SHALL BE PVC SDR-26. FOR PIPE SLOPES SEE FINAL CONSTRUCTION DRAWINGS FOR SANITARY SEWER

19. ALL SEWER LINES MUST BE SUCCESSFULLY TESTED ACCORDING TO SUSSEX COUNTY ORDINANCE 38, SECTION 5.09,

- 18. MATERIAL OF CONSTRUCTION FOR SEWER FORCE MAINS SHALL BE AS NOTED ON THE FINAL CONSTRUCTION DRAWINGS. FORCE MAIN SHALL BE INSTALLED AS PROFILED TO PREVENT FORMATION OF UNANTICIPATED HIGH
- E, I-4, ON PAGE 515 THROUGH 518, ACCEPTANCE TESTING, PRIOR TO FINAL ACCEPTANCE
- 20. ALL SANITARY SEWER SYSTEM CONSTRUCTION PERFORMED SHALL BE IN ACCORDANCE WITH SUSSEX COUNTY ORDINANCE 38, THESE PLANS AND ALL APPLICABLE CONSTRUCTION PERMITS.
- 21. ALL DROP MANHOLES TO BE 5'-O" IN DIAMETER.
- 22. FITTINGS SHOWN ON THE PLANS ILLUSTRATE ANTICIPATED ANGLE OF DEFLECTION. THIS INFORMATION IS SHOWN FOR GENERAL INFORMATION AND IS NOT GUARANTEED. ACTUAL ANGLE MAY VARY DUE TO FIELD CONDITIONS. USE OF ADDITIONAL FITTINGS SHALL BE AUTHORIZED BY THE ENGINEER.
- 23. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEVIATION FROM THESE PLANS UNLESS WRITTEN APPROVAL HAS BEEN PROVIDED BY THE ENGINEER.
- 24. ALL DISTURBED AREAS IN THE STATED RIGHT OF WAY, BUT NOT IN THE PAVEMENT SECTION MUST BE TOPSOILED (6" MINIMUM), FERTILIZED, MULCHED, AND SEEDED.

25. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH THE M.J.T.C.D. MANUAL, MOST

- 26. ALL PROPOSED STORM DRAIN DESIGNATED AS "RCCP" IS TO BE REINFORCED CONCRETE CIRCULAR PIPE, MEETING AASHTO M-170 SPECIFICATIONS. SEE FINAL CONSTRUCTION PLAN & PROFILES FOR SPECIFIC PIPE CLASS.
- 27. ALL LENGTHS OF SANITARY SEWER PIPE ARE MEASURED HORIZONTALLY FROM CENTER LINES OF INLETS MANHOLES OR FITTINGS. ALL LENGTHS OF STORM DRAIN PIPE ARE MEASURED HORIZONTALLY FROM EDGE OF STRUCTURE TO EDGE OF STRUCTURE. ACTUAL TRUE LENGTHS OF PIPES ARE TO BE DETERMINED IN THE FIELD.
- 28. WHERE SPECIFIED, HDPE STORM DRAIN PIPE SHALL BE ADS N-12 (SMOOTH INTERIOR) PIPE WITH ADS PRO-LINK WT (BELL/BELL COUPLER) FOR WATER TIGHT CONNECTIONS. REFER TO PLAN AND PROFILES FOR MATERIALS USED.
- 29. ALL EMBEDMENT MATERIALS USED FOR BEDDING, HAUNCHING, AND INITIAL BACKFILL FOR HDPE PIPE SHALI CONFIRM TO AASHTO SECTION 30 AND ASTM D-2321 AS PER MANUFACTURER INSTALLATION REQUIREMENTS. CONTRACTOR SHALL ENSURE THAT PROPER LINE AND GRADE IS ESTABLISHED WITHIN TRENCH BEDDING PRIOR TO PLACEMENT OF PIPE AND THAT PROPER MATERIALS ARE USED AND COMPACTION IS ACHIEVED DURING HAUNCHING AND INITIAL BACKFILL. A GEOTECHNICAL ENGINEER SHALL BE RETAINED TO VERIFY SUITABILITY OF MATERIALS USED AND PROPER COMPACTION, ANY DEVIATION IN LINE AND GRADE OR OBVIOUS JOINT SEPARATION SHALL BE CORRECTED PRIOR TO ESTABLISHMENT OF FINAL SUBGRADE AND PAVEMENT SURFACE. THE CONTRACTOR SHALL TAKE EVERY CARE TO ENSURE CORRECT PIPE INSTALLATION.
- 30. UNLESS OTHERWISE SPECIFIED ALL ROADWAY INLETS SHALL HAVE A TYPE I INLET GRATE AND TYPE S TOP UNIT PER DELDOT STANDARDS, CURRENT REVISION.
- 31. IT IS THE CONTRACTORS RESPONSIBILITY TO INSURE THAT PAVING IS INSTALLED TO THE ELEVATIONS SHOWN AND THAT NO PONDING OF WATER EXISTS AFTER PAVING IS COMPLETE.

SUSSEX COUNTY CONSTRUCTION NOTES:

- ROADWAY STAKEOUTS:
- A. RIGHT-OF-WAY STAKES SHALL BE OFFSET A MINIMUM OF FIVE (5) FEET OUTSIDE THE RIGHT-OF-WAY.
- B. STATION NUMBERS TO BE INDICATED ON EACH SIDE OF THE STAKE.
- C. THE CENTERLINE ROADWAY CUT AND CUT-LINE SHALL BE LOCATED ON THE SIDE OF THE STAKE WHICH FACES THE CENTERLINE, ALSO A "CL" DESIGNATION SHALL BE INCLUDED.
- D. THE SWALE CUT AND CUT-LINE SHALL BE INDICATED ON THE OUTSIDE OF THE STAKE, WHILE ALSO CONTAINING A "SW" DESIGNATION.
- 2. THE CONTRACTOR SHALL PROVIDE TWO (2) WORKING DAYS NOTICE TO THE COUNTY INSPECTOR PRIOR TO PAVING. AT THIS TIME, THE INSPECTOR MAY REQUIRE THE CONTRACTOR COMPLETE RELATED OR UNRELATED WORK ITEMS BEFORE
- 3. SURFACE TREATMENT SHALL NOT BE APPLIED: (SURFACE TREATMENT NOT USED)
- A. AFTER NOVEMBER I OR PRIOR TO APRIL I; OR
- B. WHEN THE TEMPERATURE IS BELOW 50° F; OR
- C. ON ANY WET OR FROZEN SURFACE.
- 4. HOT MIX SHALL NOT BE APPLIED:
- A. WHEN THE TEMPERATURE IS BELOW 40° F; OR
- B. ON ANY WET OR FROZEN SURFACE.
- 5. FOR ALL WOODED AREAS, A SUFFICIENT AREA BEYOND THE RIGHT-OF-WAY SHALL BE CLEARED AND GRUBBED TO ALLOW PROPER GRADING OF THE ROADWAY SWALE BACKSLOPES.
- 6. ALL DISTURBED AREAS MUST BE STABILIZED WITH 6 INCHES OF TOPSOIL, SEED, AND MULCH.

DELDOT RECORD PLAN NOTES:

(*LAST REVISED 3/12/2019)

- 6" TOPSOIL SEED I. ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S) CURRENT DEVELOPMENT COORDINATION OF TRANSPORTATION'S (DELDOT'S) CURRENT DEVELOPMENT COORDINATION OF TRANSPORTATION OF TRA
- MANUAL AND SHALL BE SUBJECT TO ITS APPROVAL. 2. NO LANDSCAPING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAY UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT
- 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 OWNER'S LAND,

A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT

- 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 AD JACENT PROPERTIES. AND RESTORE THE AREA TO GRASS, SUCH ACTIONS SHALL BE COMPLETED AT DELDOT'S DISCRETION, AND IN CONFORMANCE WITH DELDOT'S DEVELOPMENT COORDINATION
- PRIVATE STREETS CONSTRUCTED WITHIN THIS SUBDIVISION SHALL BE MAINTAINED BY THE DEVELOPER, THE PROPERTY OWNERS WITHIN THIS SUBDIVISION OR BOTH (TITLE 17 §131). DELDOT ASSUMES NO RESPONSIBILITIES FOR THE FUTURE MAINTENANCE OF THESE STREETS.
- THE SIDEWALK AND SHARED-USE PATH 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 OF THE SIDEWALK AND/OR SHARED-USE
- ALL LOTS SHALL HAVE ACCESS FROM THE INTERNAL SUBDIVISION STREET.
- TO MINIMIZE RUTTING 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

THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT

SHALL BE SET AND/OR PLACED ALONG THE FRONTAGE ROAD RIGHT-OF-WAY AT PROPERTY CORNERS AND AT EACH CHANGE IN RIGHT-OF-WAY

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

TIS REQUIREMENTS:

THE DEVELOPER SHOULD RECONSTRUCT MULBERRY KNOLL ROAD FROM THE STARDUST DRIVE INTERSECTION TO THE NORTHERLY LIMIT OF THE SITE FRONTAGE TO MEET DELDOT'S LOCAL ROAD STANDARDS, WHICH INCLUDE ELEVEN-FOOT TRAVEL LANES AND FIVE-FOOT SHOULDERS. WITHIN THE SAME LIMITS, THE DEVELOPER SHOULD PROVIDE A BITUMINOUS CONCRETE OVERLAY TO THE EXISTING TRAVEL LANES AT DELDOT'S DISCRETION, DELDOT SHOULD ANALYZE THE EXISTING LANES' PAVEMENT SECTION AND RECOMMEND AN OVERLAY THICKNESS TO THE DEVELOPER'S ENGINEER, IF NECESSARY,

ALIGNMENT IN ACCORDANCE WITH SECTION 3.2.4.2 OF THE DEVELOPMENT COORDINATION MANUAL.

TO THE EXTENT THAT THEY ARE NOT ADDRESSED BY THE SITE ENTRANCE CONSTRUCTION (ITEMS 2 AND 3 BELOW). THE COST OF THE WORK COMPLETED HERE AND THE SHARED USE PATH, ADDRESSED IN ITEM 5A BELOW, ARE DEDUCTIBLE FROM THE TID FEE DISCUSSED IN ITEM 4. MAY BE APPROPRIATE FOR DELDOT TO REQUIRE LESS THAN THE WORK CONTEMPLATED HERE TO ADJUST THE COST OF THE WORK WITH THE

THE DEVELOPER SHOULD CONSTRUCT A FULL ACCESS SITE ENTRANCE (SITE ENTRANCE A) FOR THE PROPOSED ESTATES AT MULBERRY KNOLL ROAD DEVELOPMENT ON MULBERRY KNOLL ROAD, APPROXIMATELY 1,900 FEET NORTH OF THE MULBERRY KNOLL ROAD INTERSECTION WITH WEST LANE/EAST LANE TO BE CONSISTENT WITH THE LANE CONFIGURATIONS SHOWN IN THE TABLE BELOW:

APPROACH	CURRENT CONFIGURATION	PROPOSED CONFIGURATION
EASTBOUND SITE ENTRANCE A	APPROACH DOES NOT EXIST	ONE SHARED LEFT-TURN/RIGHT TURN LANE
WESTBOUND SITE ENTRANCE A	APPROACH DOES NOT EXIST	ONE SHARED LEFT-TURN/RIGHT TURN LANE
NORTHBOUND MULBERRY KNOLL ROAD	ONE THROUGH LANE	ONE LEFT TURN LANE, AND A SHARED THROUGH/RIGHT TURN LANE
SOUTHBOUND MULBERRY KNOLL ROAD	ONE THROUGH LANE	ONE LEFT TURN LANE, ONE THROUGH LANE, AND ONE RIGHT TURN LANE

BASED ON DELDOT'S DEVELOPMENT COORDINATION MANUAL, THE RECOMMENDED MINIMUM STORAGE LENGTH IS 50 FEET (EXCLUDING TAPER) FOR THE SOUTHBOUIND MULBERRY KNOLL ROAD RIGHT TURN LANE AND 50 FEET (EXCLUDING TAPER) FOR THE SOUTHBOUND AND NORTHBOUND MULBERRY KNOLL ROAD LEFT TURN LANES. THE CALCULATED QUEUE LENGTHS FROM THE HCS ANALYSIS CAN BE ACCOMMODATED WITHIN THE RECOMMENDED STORAGE LENGTHS. THE RECOMMENDED STORAGE LENGTHS ARE BASED ON A POSTED SPEED LIMIT OF 25 MILES PER HOUR PER THE EXISTING SPEED RESOLUTION. THE DEVELOPER SHOULD SUBMIT A PLAN TO DELIDOT'S DEVELOPMENT COORDINATION SECTION DEPICTING THE DESIGN ALONG THE SITE FRONTAGE. ALTHOUGH THE NORTHBOUND LEFT TURN LANE IS NOT REQUIRED BASED ON THE TRAFFIC VOLUMES, IT IS RECOMMENDED TO SHADOW THE GEOMETRY OF THE SOUTHBOUND LEFT TURN LANE. THE FINAL DESIGN OF THE SITE ENTRANCE SHOULD BE DETERMINED DURING THE ENTRANCE PLAN REVIEW PROCESS.

THE DEVELOPER SHOULD CONSTRUCT A FULL ACCESS SITE ENTRANCE (SITE ENTRANCE B) FOR THE PROPOSED ESTATES AT MULBERRY KNOLL ROAD DEVELOPMENT ON MULBERRY KNOLL ROAD, APPROXIMATELY 3,200 FEET NORTH OF THE MULBERRY KNOLL ROAD INTERSECTION WITH WEST LANE/EAST LANE TO BE CONSISTENT WITH THE LANE CONFIGURATIONS SHOWN IN THE TABLE BELOW.

APPROACH WESTBOUND SITE ENTRANCE B	CURRENT CONFIGURATION APPROACH DOES NOT EXIST	PROPOSED CONFIGURATION ONE SHARED LEFT-TURN/RIGHT TURN LANE
NORTHBOUND MULBERRY KNOLL ROAD	ONE THROUGH LANE	ONE SHARED THROUGH/RIGHT TURN LANE
SOUTHBOUND MULBERRY KNOLL ROAD	ONE THROUGH LANE	ONE LEFT TURN LANE AND ONE THROUGH LANE

BASED ON DELDOT'S DEVELOPMENT COORDINATION MANUAL, THE RECOMMENDED MINIMUM STORAGE LENGTH IS 185 FEET (EXCLUDING TAPER) FOR THE SOUTHBOUND MULBERRY KNOLL ROAD LEFT TURN LANE. THE CALCULATED QUEUE LENGTHS FROM THE HCS ANALYSIS CAN BE ACCOMMODATED WITHIN THE RECOMMENDED STORAGE LENGTH, THE RECOMMENDED STORAGE LENGTH IS BASED ON A POSTED SPEED LIMIT OF 50 MILES PER HOUR AS A "BEGIN SPEED LIMIT 25" SIGN IS LOCATED ALONG SOUTHBOUND MULBERRY KNOLL ROAD SOUTH OF THIS SITE ENTRANCE B LOCATION. THE DEVELOPER SHOULD CONFIRM WITH DELDOT THE SPEED LIMIT TO UTILIZE FOR THE SITE ENTRANCE B DESIGN AND SUBMIT A PLAN TO DELDOT'S DEVELOPMENT COORDINATION SECTION DEPICTING THE DESIGN ALONG THE SITE FRONTAGE. THE FINAL DESIGN OF THE SITE ENTRANCE SHOULD

THE DEVELOPER SHOULD PAY THE APPROPRIATE PORTION OF THE HENLOPEN TID FEE IN LIEU OF MAKING TRANSPORTATION IMPROVEMENTS OUTSIDE THEIR ACCESS POINTS AND FRONTAGE ROADS. BECAUSE THIS DEVELOPMENT IS OCCURRING DURING THE TRANSITION FROM DELDOT'S STANDARD DEVELOPMENT COORDINATION PROCESS TO THE TID PROCESS, THE DEVELOPER HAS THE OPTION MAKING OFF-SITE TRANSPORTATION IMPROVEMENTS INSTEAD OF PAYING THE TID FEE. THE RECOMMENDATIONS IN THIS LETTER ARE BASED ON DELDOT AND JMT'S UNDERSTANDING THAT THE DEVELOPER HAS CHOSEN TO PAY THE FEE. IF THAT IS NOT THE CASE A REVISED LETTER SHOULD BE REQUESTED.

THE FOLLOWING BICYCLE, PEDESTRIAN, AND TRANSIT IMPROVEMENTS SHOULD BE INCLUDED:

A MINIMUM FIFTEEN-FOOT WIDE PERMANENT EASEMENT FROM THE EDGE OF THE RIGHT-OF-WAY SHOULD DEDICATED TO DELDOT ALONG BOTH PROPERTY FRONTAGE ALONG BOTH SIDES OF MULBERRY KNOLL ROAD. WITHIN THE EASEMENT, THE DEVELOPER SHOULD CONSTRUCT A TEN-FOOT WIDE SHARED USE PATH (SUP). THE SUP SHOULD BE DESIGNED TO MEET CURREN' AASHTO AND ADA STANDARDS A MINIMUM FIVE-FOOT SETBACK SHOULD BE MAINTAINED FROM THE EDGE OF THE PAVEMENT TO THE SUP. IF FEASIBLE, THE SUP SHOULD BE PLACED BEHIND UTILITY POLES AND STREET TREES SHOULD BE PROVIDED WITHIN THE BUFFER AREA. THE DEVELOPER SHOULD COORDINATE WITH DELDOT'S DEVELOPMENT COORDINATION SECTION DURING THE

PLAN REVIEW PROCESS TO IDENTIFY THE EXACT LOCATION OF THE SUP. b. AN INTERNAL CONNECTION SHOULD BE PROVIDED FROM THE SUP INTO THE SITE.

ADA COMPLIANT CURB RAMPS AND MARKED CROSSWALKS SHOULD BE PROVIDED ALONG THE SITE ENTRANCE A AND B

APPROACHES TO MULBERRY KNOLL ROAD. THE USE OF DIAGONAL CURB RAMPS IS DISCOURAGED A MINIMUM FIVE-FOOT WIDE BICYCLE LANE SHOULD BE INCORPORATED IN THE RIGHT TURN LANE AND SHOULDER ALONG THE SOUTHBOUND MULBERRY KNOLL ROAD APPROACH TO SITE ENTRANCE A.

UTILITY COVERS SHOULD BE MOVED OUTSIDE OF ANY DESIGNATED BICYCLE LANES AND ANY PROPOSED SIDEWALKS/SHARED-USE PATHS OR SHOULD BE FLUSH WITH THE PAVEMENT.

GENERAL NOTES:

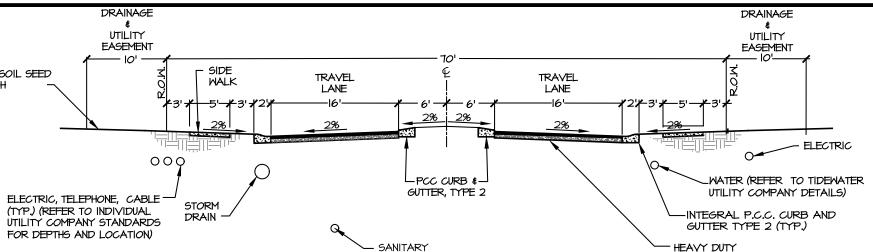
- I. SUBDIVISION STREETS ARE TO REMAIN PRIVATE AND ARE TO BE CONSTRUCTED IN ACCORDANCE WITH SUSSEX COUNTY REGULATIONS.
- 2. MAINTENANCE OF THE STREET WITHIN THIS SUBDIVISION WILL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER AND OR HOME OWNER'S ASSOCIATION. THE STATE AND SUSSEX COUNTY ASSUMES NO RESPONSIBILITY FOR FUTURE MAINTENANCE OF THE STREETS.
- 3. ACCESS TO ALL LOTS IS TO BE FROM SUBDIVISION STREETS OR DRIVE ACCESS LOOPS.
- 4. MAINTENANCE OF THE STORM WATER MANAGEMENT AREAS WILL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER AND OR HOMEOWNER'S ASSOCIATION.
- THE PROPOSED ENTRANCES/EXITS ARE CONCEPTUAL ONLY AND ARE SUBJECT TO REVIEW AND APPROVAL BY THE DELAWARE DEPARTMENT OF TRANSPORTATION BEFORE A CONSTRUCTION
- 6. THIS PROPERTY IS LOCATED IN THE VICINITY OF LAND USED 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. THE USE AND ENJOYMENT OF THIS PROPERTY IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF ANY ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES.
- ANY SIGNAGE TO BE PROPOSED IS SUBJECT TO A SEPARATE APPLICATION AND PERMIT TO BE MAINTENANCE OF THE SANITARY SEMER AND ITS FACILITIES ARE THE RESPONSIBILITY OF SUSSEX

COUNTY ENGINEERING DEPARTMENT. HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR

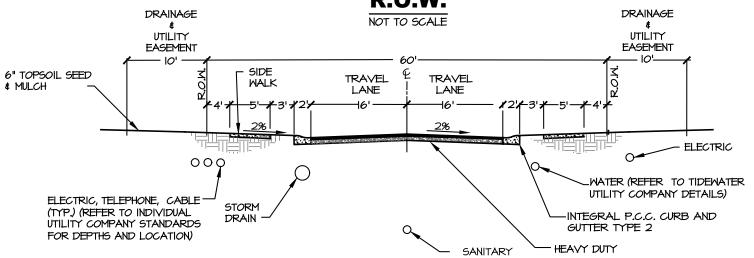
- MAINTENANCE OF ALL OPEN SPACE AREAS, INCLUDING COMMON AMENITIES AND LANDSCAPING. 9. MAINTENANCE OF THE WATER SUPPLY AND ITS FACILITIES ARE THE RESPONSIBILITY OF TIDEWATER
- 10. ALL OPEN SPACE AREAS TO REMAIN FOR COMMON USE OF PROPERTY OWNERS WITHIN THE

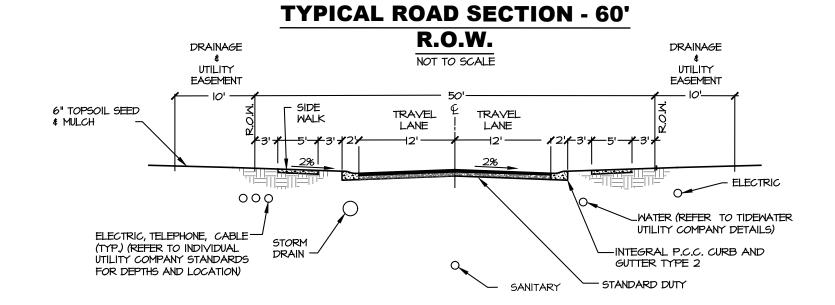
II. NO DEED RESTRICTIONS ARE PROPOSED AS PART OF THIS PLAN.

- 12. MAINTENANCE OF ALL FORESTED AND/OR LANDSCAPE BUFFERS WILL BE THE RESPONSIBILITY OF THE HOME OWNER'S ASSOCIATION. THE STATE AND SUSSEX COUNTY ASSUME NO RESPONSIBILITY FOR MAINTENANCE OF THESE AREAS
- 13. IF REQUIRED BY THE CAPE HENLOPEN SCHOOL DISTRICT A PROTECTED SCHOOL BUS SHELTER WITH RELATED PARKING SHALL BE INSTALLED AT THE ENTRANCE TO THE DEVELOPMENT. ALTERNATIVELY, THE DEVELOPER SHALL COORDINATE WITH THE SCHOOL DISTRICT FOR ANOTHER LOCATION, WITH A PREFERENCE FOR THE CLUBHOUSE BUILDING.



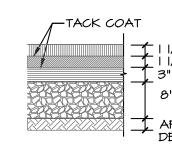
TYPICAL ENTRANCE BOULEVARD - 70 R.O.W.





TYPICAL ROAD SECTION - 50' R.O.W.

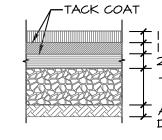
NOT TO SCALE



1/4" SUPERPAVE TYPE C, PG 64-22, (NON-CARBONATE STONE) (401005) 1 1/2" SUPERPAVE TYPE C, PG 64-22, (NON-CARBONATE STONE) (401005) 3" SUPERPAVE TYPE B PG 64-22, (401014) 8" GABC (302005)

APPROVED SUBGRADE, COMPACTED TO 95% MAXIMUM DRY DENSITY (MODIFIED PROCTOR)

IN ACCORDANCE WITH DELAWARE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS-SECTION 401 HEAVY DUTY SN 3.42 (> 50' R.O.W.)



🏌 | 1/4" SUPERPAVE TYPE C, PG 64-22, (NON-CARBONATE STONE) (401005) I I/2" SUPERPAVE TYPE C, PG 64-22, (NON-CARBONATE STONE) (401005) 2 I/4" SUPERPAVE TYPE B PG 64-22, (401014) 7" GABC (302005)

MULBERRY KNOLL ROAD

APPROVED SUBGRADE, COMPACTED TO 95% MAXIMUM DRY DENSITY (MODIFIED PROCTOR)

IN ACCORDANCE WITH DELAWARE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS-SECTION 401 STANDARD DUTY SN 2.98 (50' R.O.W.)

PAVING SECTIONS

PROJECT PHASING

712 (82)

712 (27) [93]

(2) [I]

MULBERRY KNOLL ROAD

(ROAD S284)

TRAFFIC GENERATION DIAGRAM

ADT (A.M. PEAK HOUR) [P.M. PEAK HOUR]

TOTAL DOOLECT DUILDOUT (VEADO	
TOTAL PROJECT BUILDOUT - 6 YEARS	

ESTIMATED PROJECT COMPLETION DATE - DECEMBER 2028

THE PROJECT IS BE APPROVED AS A SINGLE PHASE PROJECT, WITH SIX (6) OPERATIONAL BREAKS FOR PURPOSES OF BONDING, BENEFICIAL OCCUPANCY INSPECTION, RELEASE OF USE AND OCCUPANCY

0	OPEN SPACE SUMMARY				
AREA	SWM FACILITY	ACTIVE OPEN SPACE	PASSIVE OPEN SPACE		
Α	8.76 AC. ±	2.12 AC. ±	41.58 AC. ±		
В	1.47 AC. ±	-	1.38 AC. ±		
С	3.37 AC. ±	-	1.11 AC. ±		
D	_	_	2.32 AC. ±		
E	6.88 AC. ±	0.24 AC. ±	16.20 AC. ±		
F	_	_	2.19 AC. +		

2.5% TO AND FROM THE SOUTH = 3 PM PK (2 ENTER / I EXIT)

12.69% TRUCKS AND BUSES X 712 = 91

(ROAD 5284) FUNCTIONAL CLASSIFICATION - SCR-284 (MULBERRY KNOLL ROAD) - LOCAL POSTED SPEED LIMIT - 25 MPH POSTED AADT = 517 (FROM 2019 DELDOT TRAFFIC SUMMARY) **289** IO YEAR PROJECTED AADT = 1.16 X 517 TRIPS = 600 TRIPS IO YEAR PROJECTED AADT + SITE ADT = 3623 TRIPS TRAFFIC PATTERN GROUP - 7 (FROM 2019 DELDOT TRAFFIC SUMMARY) 281 (11) [36] 7 (O) [I] DESIGN HOURLY VOLUME = $3,623 \times 17.82\% = 646 \text{ VPH}$ SITE TRIPS GENERATED: SOURCE: ITE TRIP GENERATION MANUAL IOTH EDITION. 282 (32) 319 - SINGLE FAMILY DETACHED UNITS (210) ENTRANCE | OF 3 - FULL MOVEMENT DESIGN VEHICLE: SU-30 & WB-40 319 SINGLE FAMILY DETACHED UNITS = 3,023 TRIPS (TOTAL SITE ADT) 61 D.J. / 319 D.J. * 3,023 ADT = 577 TRIPS ENTRANCE I CREEK DIRECTIONAL DISTRIBUTION: | 97.5% TO AND FROM THE NORTH = 563 ADT (281 ENTER / 282 EXIT) DRIVE 47.5% TO AND FROM THE NORTH = 43 AM PK (II ENTER / 32 EXIT) 91.5% TO AND FROM THE NORTH =68 PM PK (36 ENTER / 32 EXIT) 2.5% TO AND FROM THE SOUTH = 14 ADT (7 ENTER / 7 EXIT) TRAFFIC GENERATION DIAGRAM 2.5% TO AND FROM THE SOUTH = 0 AM PK (0 ENTER / 0 EXIT) 2.5% TO AND FROM THE SOUTH = 2 PM PK (I ENTER / I EXIT) ADT (A.M. PEAK HOUR) [P.M. PEAK HOUR] 12,69% TRUCKS AND BUSES X 281 = 36

TRAFFIC GENERATION - SWAN CREEK DRIVE AT MULBERRY KNOLL ROAD (FULL MOVEMENT)

ROAD TRAFFIC DATA:

TRAFFIC GENERATION - TOPSAIL WAY AT MULBERRY KNOLL ROAD (FULL MOVEMENT) TRAFFIC GENERATION - CROSSWINDS DRIVE AT MULBERRY KNOLL ROAD (FULL MOVEMENT) ROAD TRAFFIC DATA: CROSSWINDS DRIVE FUNCTIONAL CLASSIFICATION - SCR-284 (MULBERRY KNOLL ROAD) - LOCAL POSTED SPEED LIMIT - 25 MPH POSTED AADT = 517 (FROM 2019 DELDOT TRAFFIC SUMMARY 10 YEAR PROJECTED AADT = 1.16 X 517 TRIPS = 600 TRIPS 481 *(*56) 10 YEAR PROJECTED AADT + SITE ADT = 3,623 TRIPS TRAFFIC PATTERN GROUP - 7 (FROM 2019 DELDOT TRAFFIC SUMMARY) DESIGN HOURLY VOLUME = 3,623 x 17.82% = 646 VPH SITE TRIPS GENERATED: SOURCE: ITE TRIP GENERATION MANUAL IOTH EDITION. 319 - SINGLE FAMILY DETACHED UNITS (210) ENTRANCE 2 OF 3 - FULL MOVEMENT

DESIGN VEHICLE: SU-30 & WB-40 319 SINGLE FAMILY DETACHED UNITS = 3,023 TRIPS (TOTAL SITE ADT) 154 D.J. / 319 D.J. * 3,023 ADT = 1,459 TRIPS ENTRANCE 2 DIRECTIONAL DISTRIBUTION: 97.5% TO AND FROM THE NORTH = 1,424 ADT (712 ENTER / 712 EXIT) 97.5% TO AND FROM THE NORTH = 109 AM PK (27 ENTER / 82 EXIT) (ROAD 5284) 97.5% TO AND FROM THE NORTH = 147 PM PK (93 ENTER / 54 EXIT) 2.5% TO AND FROM THE SOUTH = 36 ADT (14 ENTER / 14 EXIT) 2.5% TO AND FROM THE SOUTH = 3 AM PK (I ENTER / 2 EXIT)

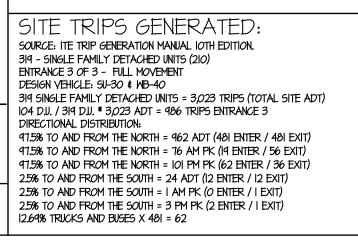
MULBERRY KNOLL ROAD

TRAFFIC GENERATION DIAGRAM

ADT (A.M. PEAK HOUR) [P.M. PEAK HOUR]

FUNCTIONAL CLASSIFICATION - SCR-284 (MULBERRY KNOLL ROAD) - LOCAL POSTED SPEED LIMIT - 50 MPH ASSUMED (NOT POSTED) AADT = 517 (FROM 2019 DELDOT TRAFFIC SUMMARY) IO YEAR PROJECTED AADT = 1.16 X 517 TRIPS = 600 TRIPS IO YEAR PROJECTED AADT + SITE ADT = 3,623 TRIPS TRAFFIC PATTERN GROUP - 7 (FROM 2019 DELDOT TRAFFIC SUMMARY) DESIGN HOURLY VOLUME = 3,623 x 17.82% = 646 VPH SITE TRIPS GENERATED: SOURCE: ITE TRIP GENERATION MANUAL IOTH EDITION. 319 - SINGLE FAMILY DETACHED UNITS (210) ENTRANCE 3 OF 3 - FULL MOVEMENT DESIGN VEHICLE: SU-30 & WB-40 319 SINGLE FAMILY DETACHED UNITS = 3,023 TRIPS (TOTAL SITE ADT) 104 D.J. / 319 D.J. * 3,023 ADT = 986 TRIPS ENTRANCE 3

ROAD TRAFFIC DATA:



SITE DATA

I. PROJECT NAME: SCENIC MANOR 2. TAX PARCEL: 334-18.00-43.00 3. SITE ADDRESS: 20535 MULBERRY KNOLL ROAD LEWES, DE 19958

4. OWNER INFORMATION: THOMAS BEST AND SONS INC. 32258 JANICE ROAD LEWES, DE 19958

MKR LAND INVESTMENT, LLC 5. DEVELOPER: ATTN: MR JOHN RICHARDSON 260 HOPEWELL ROAD CHURCHVILLE, MD 21028

6. ZONING: EXISTING: PROP. ZONING: AR-I *

*NOTE: SITE IS LOCATED ENTIRELY WITH COASTAL AREA GROWTH ZONE

7. DEVELOPMENT OPTION: AR-I - CLUSTER DESIGN 8. SITE ACREAGE:

9. LAND USE: AGRICULTURAL EXISTING: PROPOSE: RESIDENTIAL - SINGLE FAMILY DETACHED

MIN. LOT AREA 1,500 SF

IO. BULK AREA STANDARDS (AR-I CLUSTER DEVELOPMENT OPTION) MIN. FRONT YARD MIN. SIDE YARD 10' MIN. REAR YARD MIN. CORNER YARD MIN. LOT WIDTH 7,500 SF MIN. LOT AREA MAX. BLDG. HT.: MIN. OPEN SPACE:

MAX. DENSITY: 2.178 D.U./AC. II. DEVELOPMENT DENSITY COMPUTATIONS:

> GROSS SITE AREA: BASE SITE AREA: 166.83 AC. ± 20.19 AC. ± TIDAL WETLANDS (STATE JURISDICTION) NON-TIDAL 0.00 AC. ± (ARMY CORE OF ENGINEERS) GROSS SITE AREA: 146.64 AC. ±

ALLOWABLE DWELLING UNITS: GROSS SITE AREA * ALLOWABLE DENSITY = ALLOWABLE D.U. 146.64 AC. X 2.178 D.U. / AC. = 319.4 D.U.

PROPOSED DENSITY: 319 D.U. / 146.64 AC. ± = 2.175 D.U./AC.

12. SITE AREA BREAKDOWN: RESIDENTIAL LOTS = 65.04 AC. ± DELDOT R.O.W. = 4.71 AC. ± PRIVATE R.O.W. = 1659 AC. ± PUMP STATION * = 0.22 AC. : OPEN SPACE = 80.27 AC. : TOTAL SITE ACREAGE = 66.83 AC. ±

REQUIRED [SECTION 115-25B.(2)]: 30% X 166.83 AC ± =

13. OPEN SPACE AREAS:

PROPOSED: 80.50 AC. ± / 166.83 AC. ± =

14. FOREST COVER

EXISTING FOREST 29.30 AC. ± FOREST CLEARED 7.54 AC. ± FOREST REMAINING 21.76 AC. ± REFORESTATION 0.00 AC. ±

15. IMPERVIOUS COVER 55.72 AC. ±/166.83 AC. ± = 33.4% (ASSUMES 48% IMP PER LOT)

16. WATER SERVICE: PUBLIC (TIDEWATER UTILITY COMPANY

17. SANITARY SEWER: PUBLIC (SUSSEX COUNTY) 18. EXISTING LOTS:

19. PROPOSED LOTS: 319 SINGLE FAMILY LOTS

20. PARKING ANALYSIS*: PARKING REQUIRED: 319 SFD X 2 SP/DU = 638 SP

PARKING PROVIDED: 319 SFD X 2 SP/DU = 638 SP *NOTE: PARKING ANALYSIS PROVIDED FOR RESIDENTIAL LOT AREAS ONLY; ANALYSIS FOR ACTIVE RECREATION / CLUBHOUSE AREA TO BE INCLUDED AS PART OF SITE PLAN PACKAGE

TO BE PROVIDED UNDER SEPARATE COVER. 21. DATUM: DE. STATE PLANE NAD 83/CORS'II, NAVD 88

22. WETLANDS SHOWN PER GEO-TECHNOLOGY ASSOCIATES, INC. DELINEATION AND ARMY CORPS OF ENGINEERS JURISDICTIONAL DETERMINATION NAP-2021-00130-85.

23. A PORTION OF THIS SITE LIES WITHIN FLOOD ZONE AE (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) AND FLOOD ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN I FOOT, OR WITH DRAINAGE AREAS LESS THAN I SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM THE 1% ANNUAL CHANCE FLOOD) PER FEMA FLOOD INSURANCE RATE MAP MAP 10005C0334K EFFECTIVE MARCH 16, 2015.

24. NO CHURCHES, SCHOOLS, OR COMMERCIAL USE AREAS PROPOSED ON THIS SITE.

25. THE PROPOSED SUBDIVISION IS LOCATED IN AN AREA OF "POOR" AND "FAIR" GROUNDWATER RECHARGE POTENTIAL. 26. THE PROPOSED SUBDIVISION IS NOT LOCATED WITHIN A WELLHEAD PROTECTION AREA.

27. THE PROPOSED SUBDIVISION IS LOCATED IN THE HENLOPEN TRANSPORTATION IMPROVEMENT

28. THE PROPOSED SUBDIVISION IS LOCATED IN INVESTMENT LEVEL 2, 3, \$ 4 AS DEFINED BY THE STATE STRATEGIES FOR SPENDING MAPS. **MORRIS & RITCHIE ASSOCIATES, INC.**



NEW CASTLE, DELAWARE 19720 (302) 326-2200 FAX: (302) 326-2399 WWW.MRAGTA.COM

18 BOULDEN CIRCLE, SUITE 36

ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

50.05 AC.±

80.50 AC. ±

48.3 %



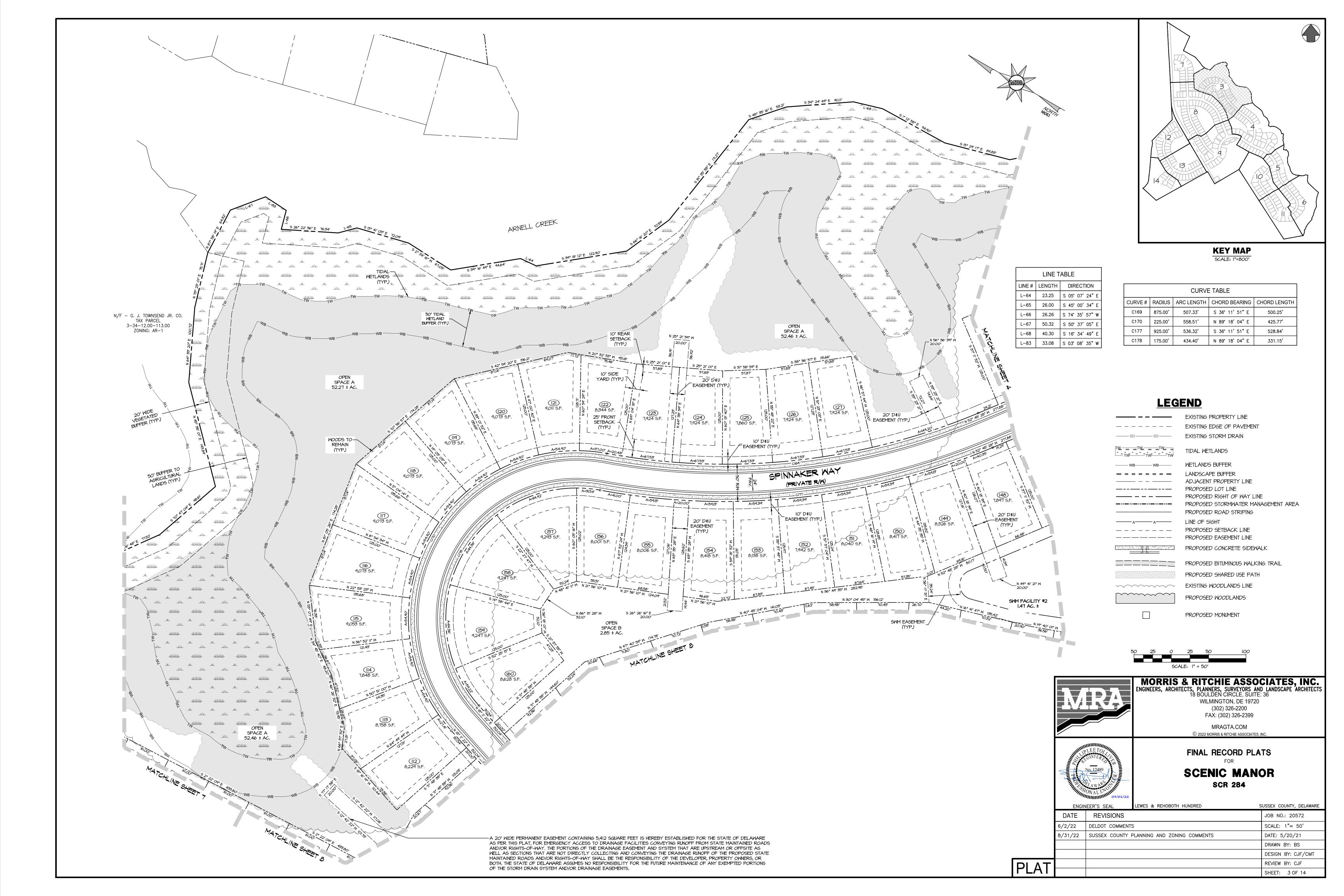
FINAL RECORD PLATS NOTES & DETAILS **SCENIC MANOR**

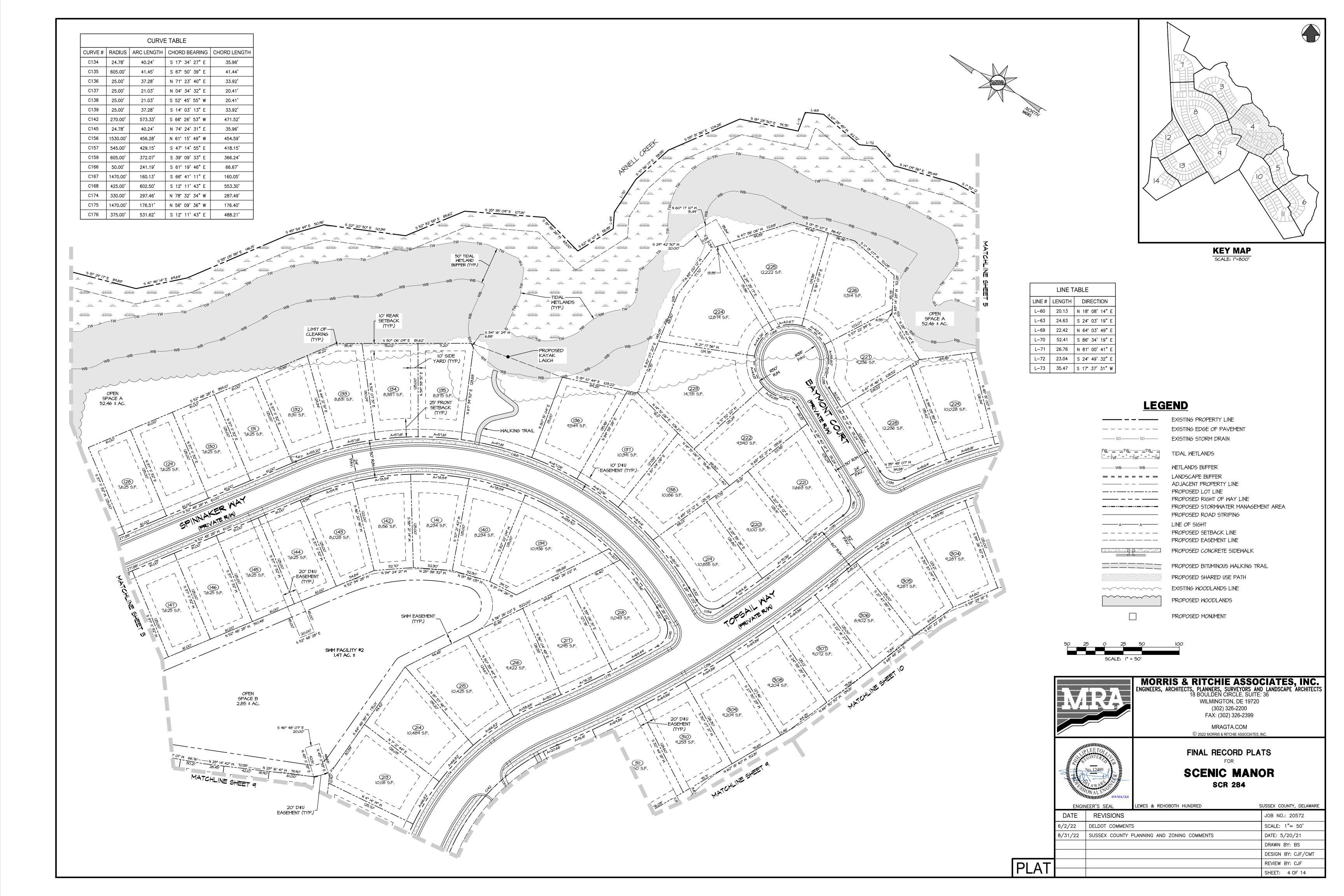
REVIEW BY: CJF

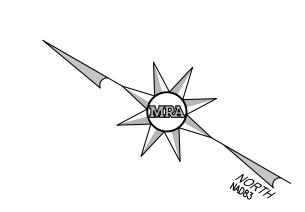
SHEET: 2 OF 14

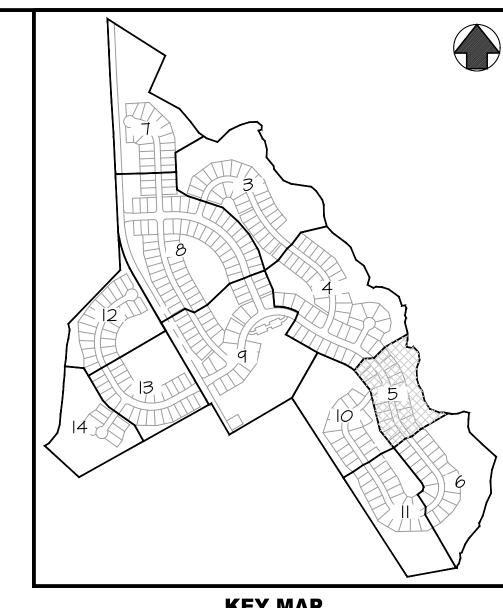
SCR 284

SUSSEX COUNTY, DELAWARE LEWES & REHOBOTH HUNDRED REVISIONS JOB NO.: 20572 DELDOT COMMENTS SCALE: AS NOTED SUSSEX COUNTY PLANNING AND ZONING COMMENTS DATE: 5/20/21 DRAWN BY: BS DESIGN BY: CJF/CMT









SCALE: I"=800'

	CURVE TABLE			
CURVE # RADIUS ARC LENGTH CHORD BEARING CHORD LENG				
C141	25.00'	41.68'	N 23° 04' 07" E	37.02'
C147	25.00'	41.65'	N 61° 26' 47" W	37.00'
C150	125.00'	87.12	N 50° 51′ 42″ E	85.36'
C151	325.00'	140.88'	S 26° 08' 16" E	139.78'
C157	545.00'	429.15'	S 47° 14' 55" E	418.15'
C158	175.00'	121.96'	N 50° 51′ 42″ E	119.51'
C159	605.00'	372.07'	S 39° 09′ 33″ E	366.24'
C160	270.00'	119.04'	S 26° 09′ 33″ E	118.07'

	LINE TABLE		
LINE#	LENGTH	DIRECTION	
L-74	50.69	S 12° 03′ 31″ W	
L-75	15.84	S 25° 35′ 10″ E	
L-76	42.45	S 78° 55′ 43″ E	
L-77	13.99	N 43° 33′ 08″ E	
L-78	21.92	S 30° 50′ 24″ E	
L-79	37.05	S 89° 30′ 57″ E	

OPEN SPACE A 52.46 ± AC.

50' TIDAL WETLAND BUFFER (TYP.)

20' D&U -EASEMENT -

IO' REAR SETBACK (TYP.)

LEGEND

-- EXISTING PROPERTY LINE ---- EXISTING EDGE OF PAVEMENT

WETLANDS BUFFER LANDSCAPE BUFFER

ADJACENT PROPERTY LINE PROPOSED LOT LINE PROPOSED RIGHT OF WAY LINE PROPOSED STORMWATER MANAGEMENT AREA PROPOSED ROAD STRIPING

LINE OF SIGHT PROPOSED SETBACK LINE PROPOSED EASEMENT LINE

PROPOSED CONCRETE SIDEWALK PROPOSED BITUMINOUS WALKING TRAIL

PROPOSED SHARED USE PATH EXISTING WOODLANDS LINE

PROPOSED WOODLANDS

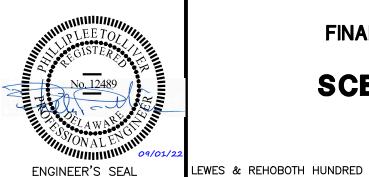
PROPOSED MONUMENT





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FINAL RECORD PLATS

SUSSEX COUNTY, DELAWARE

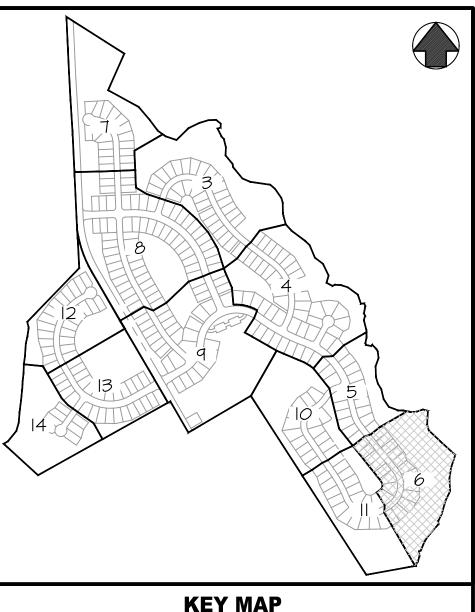
SCENIC MANOR SCR 284

REVISIONS DATE JOB NO.: 20572 DELDOT COMMENTS SCALE: 1"= 50' 8/31/22 SUSSEX COUNTY PLANNING AND ZONING COMMENTS DATE: 5/20/21 DRAWN BY: BS DESIGN BY: CJF/CMT REVIEW BY: CJF

PLAT

SHEET: 5 OF 14





SCALE: |"=800'

CURVE TABLE				
JRVE # RADIUS ARC LENGTH CHORD BEARING CHORD LEN				CHORD LENGTH
C152	175.00'	292.46'	S 09° 19' 13" W	259.59'
C161	225.00'	376.02'	S 09° 19' 13" W	333.76'

LEGEND

	EXISTING PROPERTY LINE
	EXISTING EDGE OF PAVEMENT
SDSD	EXISTING STORM DRAIN
TW	TIDAL WETLANDS
WB	WETLANDS BUFFER
	LANDSCAPE BUFFER ADJACENT PROPERTY LINE PROPOSED LOT LINE PROPOSED RIGHT OF WAY LINE PROPOSED STORMWATER MANAGEMENT PROPOSED ROAD STRIPING
AA	LINE OF SIGHT PROPOSED SETBACK LINE PROPOSED EASEMENT LINE
	PROPOSED CONCRETE SIDEWALK
	PROPOSED BITUMINOUS WALKING TRAIL
	PROPOSED SHARED USE PATH
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	EXISTING WOODLANDS LINE
	PROPOSED WOODLANDS
	PROPOSED MONUMENT





PLAT

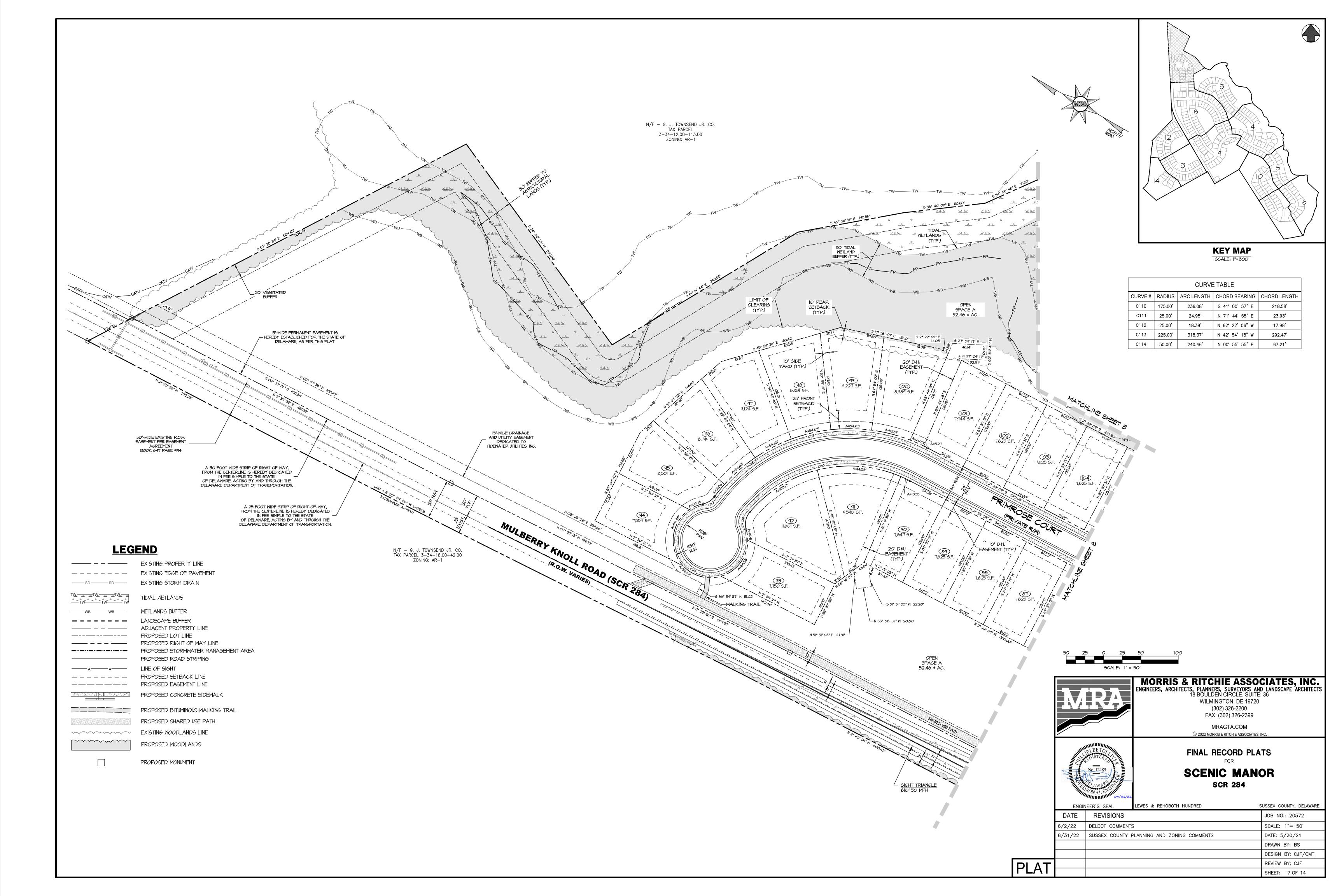
MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
18 BOULDEN CIRCLE, SUITE: 36
WILMINGTON, DE 19720
(302) 326-2200
FAX: (302) 326-2399

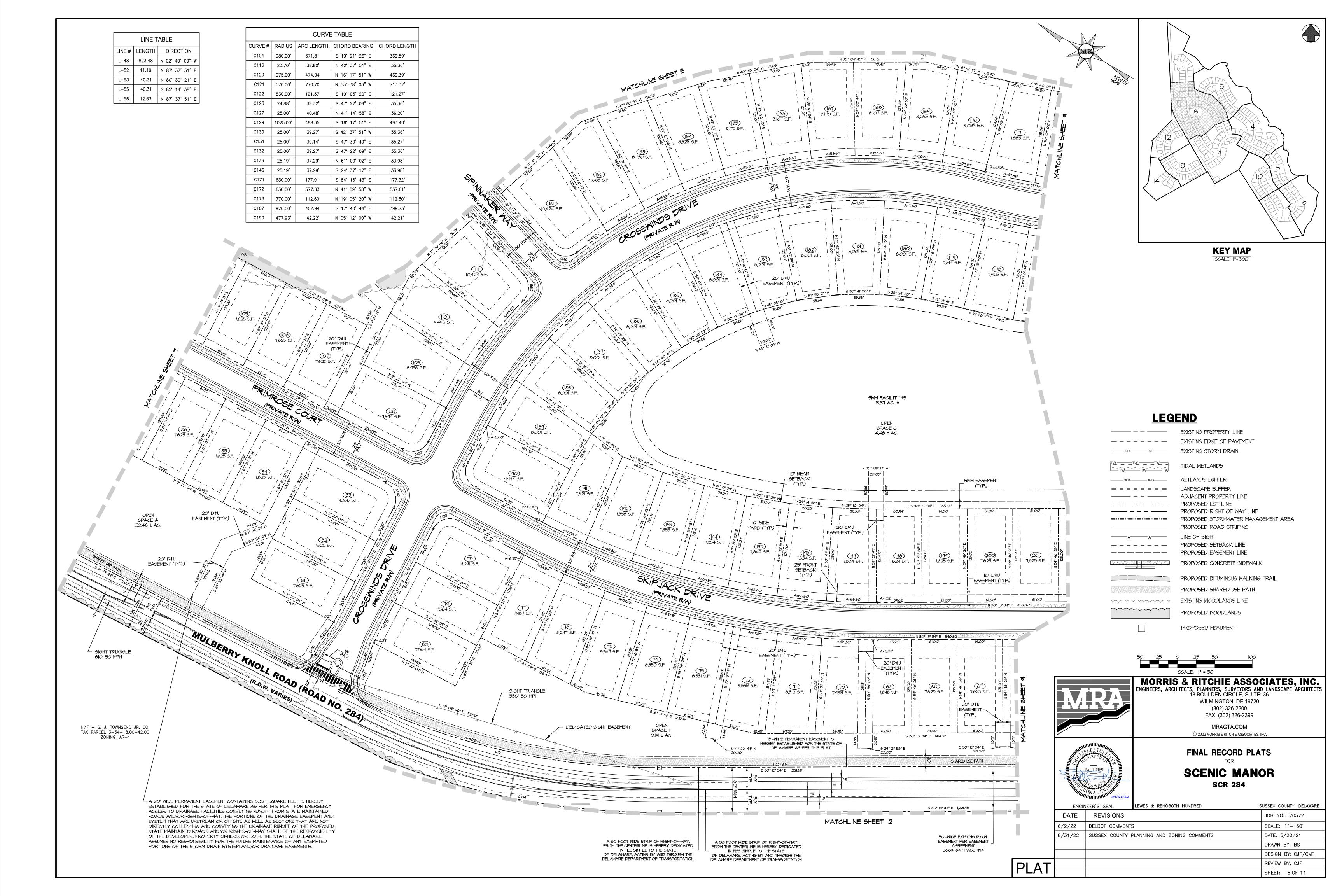
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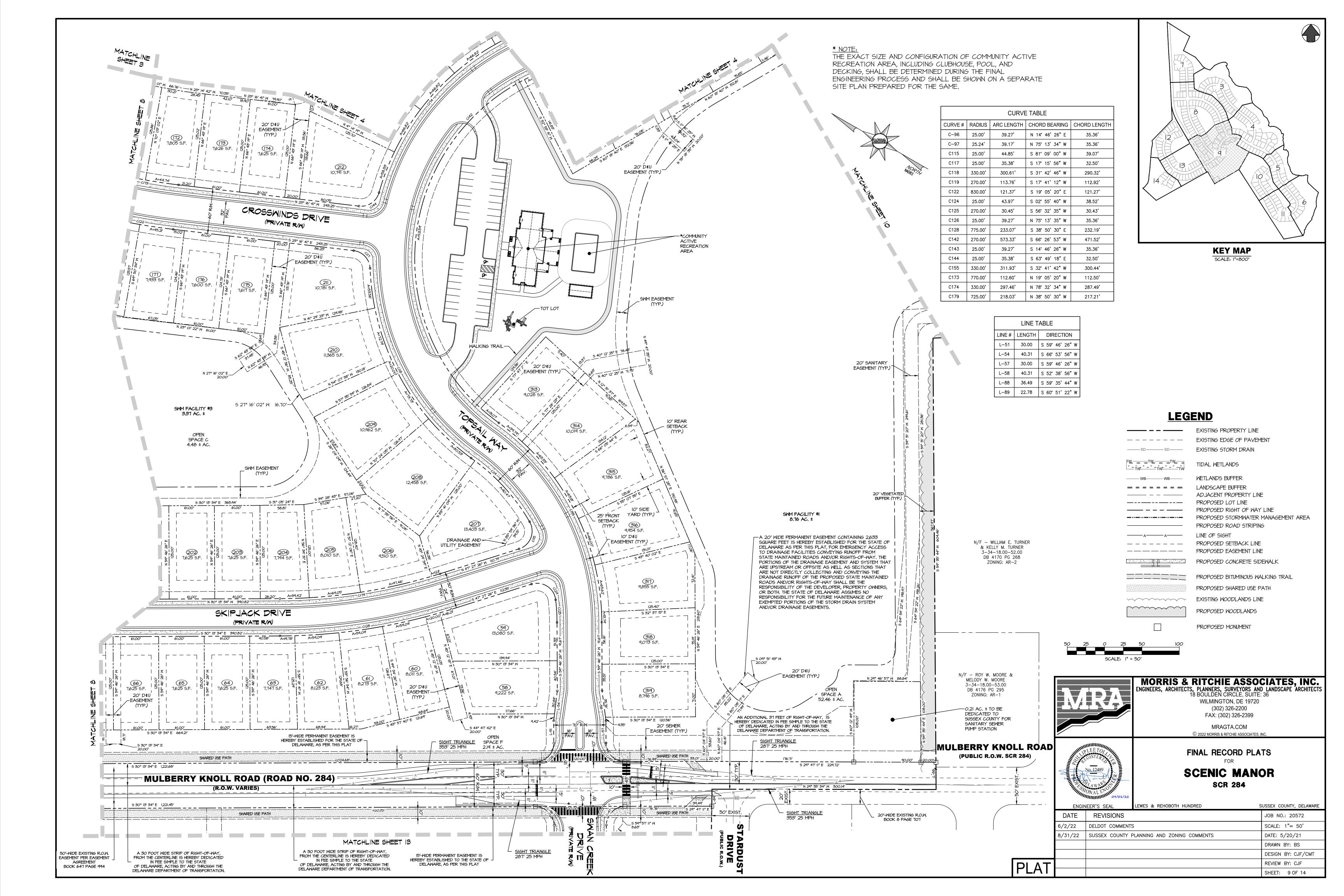


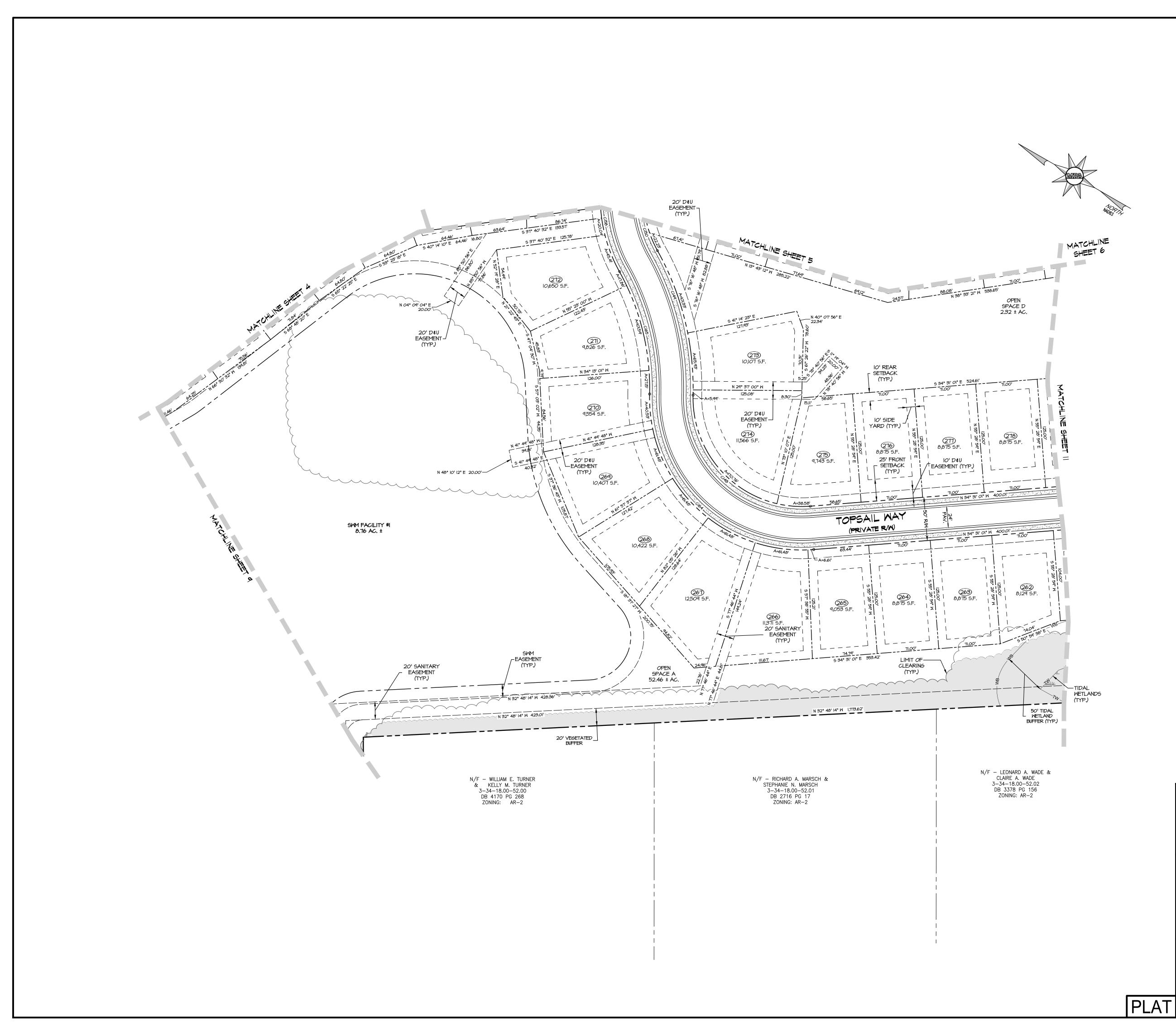
SCENIC MANOR SCR 284

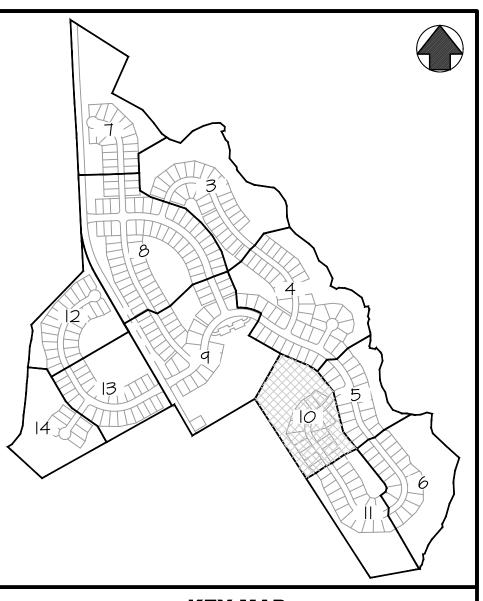
ENGINEER'S SEAL LEWES & REHOBOTH HUNDRED		SUSSEX COUNTY, DELAWARE	
DATE	REVISIONS		JOB NO.: 20572
2/22	DELDOT COMMENTS	5	SCALE: 1"= 50'
31/22	SUSSEX COUNTY F	PLANNING AND ZONING COMMENTS	DATE: 5/20/21
			DRAWN BY: BS
			DESIGN BY: CJF/CMT
			REVIEW BY: CJF
			SHEET: 6 OF 14









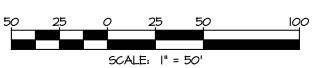


SCALE: I"=800'

	CURVE TABLE			
CURVE#	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C148	125.00'	209.34	N 13° 27' 40" E	185.72'
C149	325.00'	173.25'	N 46° 10' 04" E	171.21'
C150	125.00'	87.12'	N 50° 51' 42" E	85.36'
C158	175.00'	121.96'	N 50° 51' 42" E	119.51'
C164	175.00'	293.08'	N 13° 27' 40" E	260.01
C165	275.00'	146.60'	N 46° 10' 04" E	144.87'

LEGEND

EXISTING PROPERTY LINE EXISTING EDGE OF PAVEMENT EXISTING STORM DRAIN TIDAL WETLANDS WETLANDS BUFFER LANDSCAPE BUFFER ADJACENT PROPERTY LINE PROPOSED LOT LINE _____ PROPOSED RIGHT OF WAY LINE PROPOSED STORMWATER MANAGEMENT AREA PROPOSED ROAD STRIPING LINE OF SIGHT PROPOSED SETBACK LINE PROPOSED EASEMENT LINE PROPOSED CONCRETE SIDEWALK PROPOSED BITUMINOUS WALKING TRAIL PROPOSED SHARED USE PATH EXISTING WOODLANDS LINE





MORRIS & RITCHIE ASSOCIATES, INC. ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS 18 BOULDEN CIRCLE, SUITE: 36

PROPOSED WOODLANDS

PROPOSED MONUMENT

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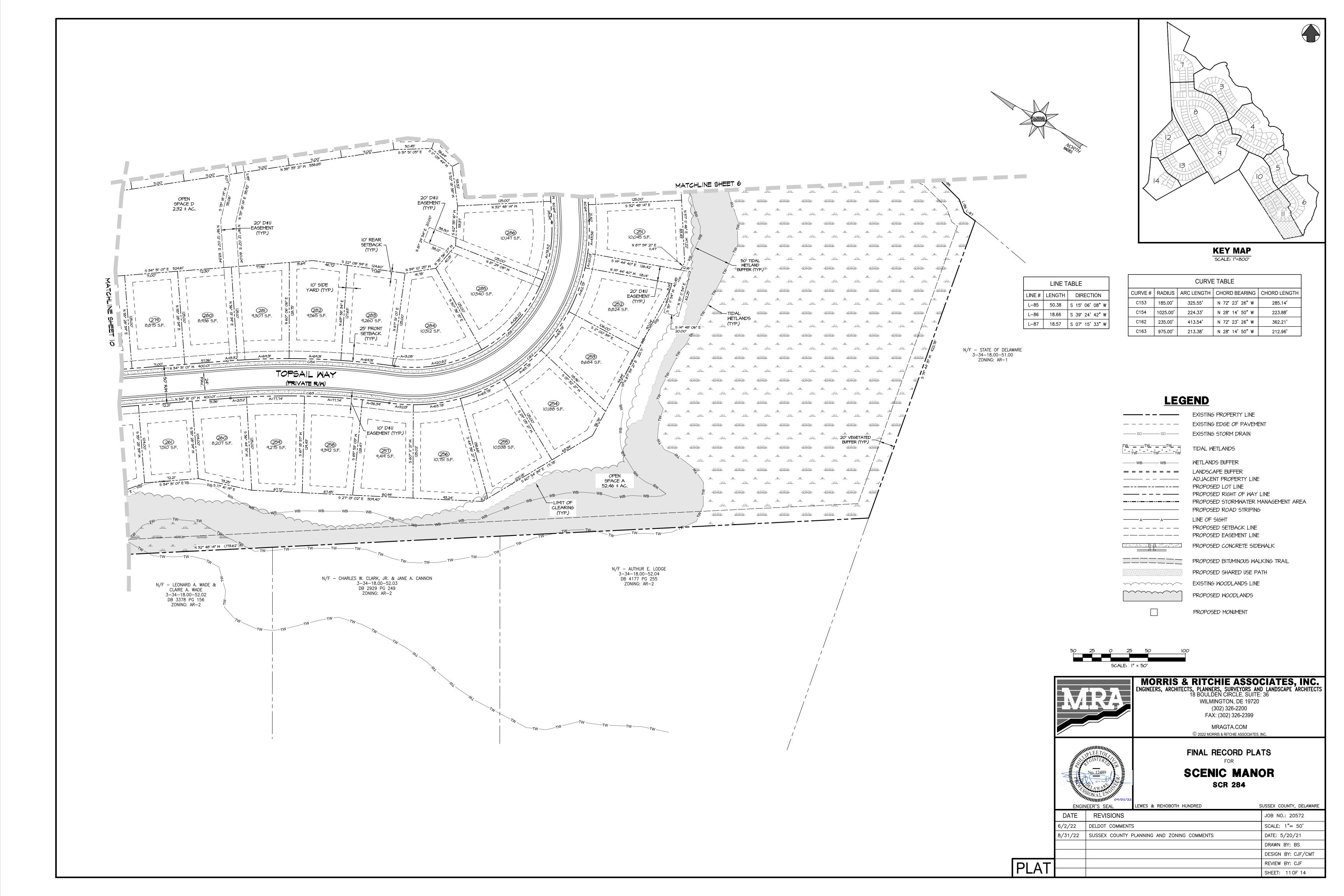
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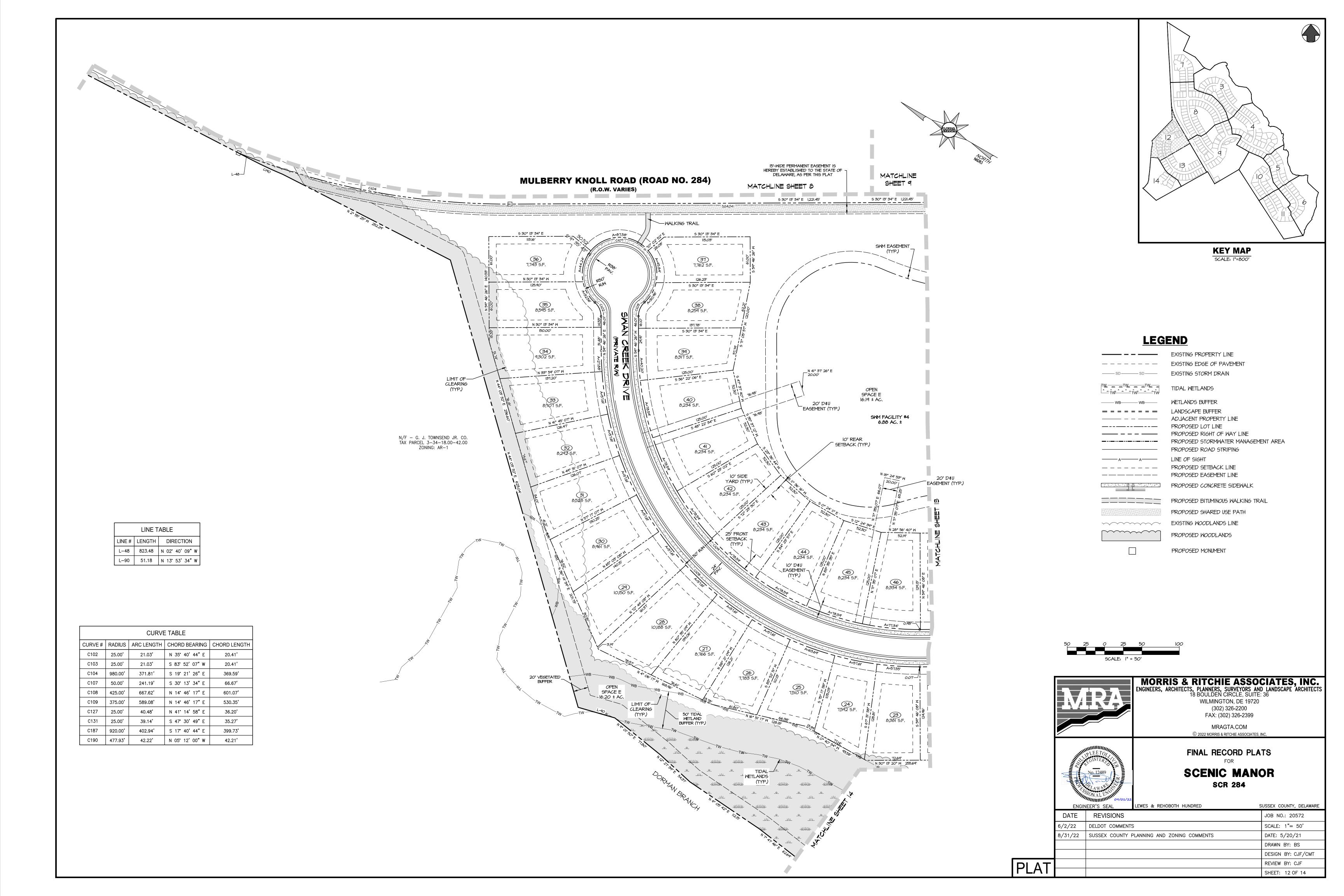


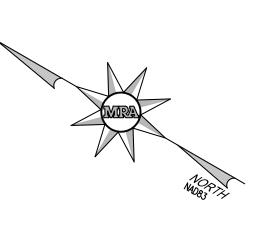
FINAL RECORD PLATS

SCENIC MANOR SCR 284

SUSSEX COUNTY, DELAWARE LEWES & REHOBOTH HUNDRED REVISIONS JOB NO.: 20572 SCALE: 1"= 50' DELDOT COMMENTS 8/31/22 SUSSEX COUNTY PLANNING AND ZONING COMMENTS DATE: 5/20/21 DRAWN BY: BS DESIGN BY: CJF/CMT REVIEW BY: CJF SHEET: 10 OF 14







LOT 39

LOT 40

LOT 42

- VEGETATED
BUFFER (TYP.) LOT 43

C184 364.81' 103.51' N 38° 08' 14" W

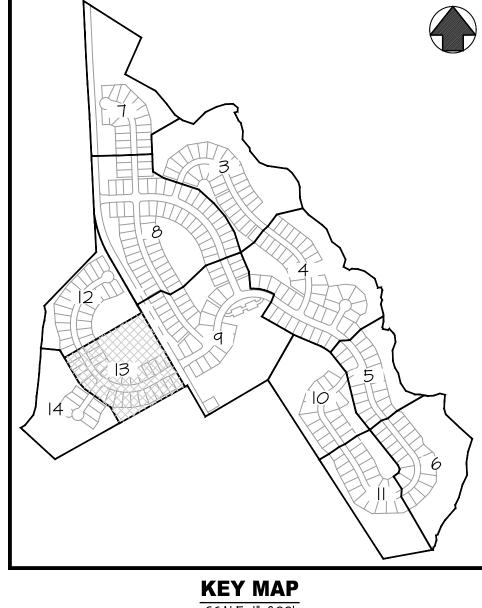
MUILBERRY KNOLL SUBDIVISION

ZONING: AR-2

DEED BOOK 8 P 707

MUILBERRY KNOLL SUBDIVISION ZONING: AR-2 DEED BOOK 8 P 707

103.16'



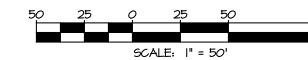
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LEGEND

— — — — EXISTING EDGE OF PAVEMENT TWILE TWE TWE TWE TWE TWE TIDAL WETLANDS TW TW TW WETLANDS BUFFER LANDSCAPE BUFFER ADJACENT PROPERTY LINE PROPOSED LOT LINE PROPOSED RIGHT OF WAY LINE PROPOSED STORMWATER MANAGEMENT AREA PROPOSED ROAD STRIPING LINE OF SIGHT ---- PROPOSED SETBACK LINE PROPOSED CONCRETE SIDEWALK PROPOSED BITUMINOUS WALKING TRAIL PROPOSED SHARED USE PATH EXISTING WOODLANDS LINE PROPOSED WOODLANDS

PROPOSED MONUMENT

EXISTING PROPERTY LINE



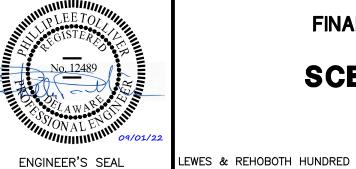


MORRIS & RITCHIE ASSOCIATES, INC. ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS 18 BOULDEN CIRCLE, SUITE: 36

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SUSSEX COUNTY, DELAWARE



PLAT

	RLEE TOLL		
WHITE THE PARTY OF	No. 12489	ER V STAIN	
	STONAL EN	W	
THININ THE PERSON NAMED IN COLUMN TO SERVICE OF THE PERSON NAMED IN COLUMN TO	WALEN ON ALEMAN	09/01/22	

FINAL RECORD PLATS

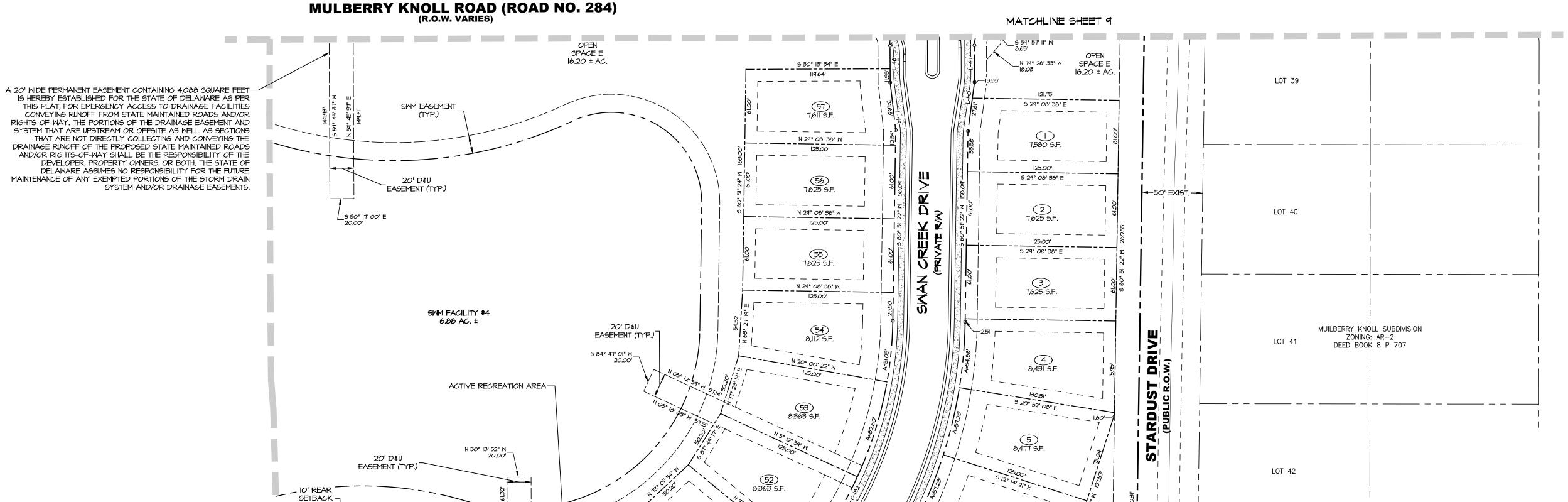
SCENIC MANOR SCR 284

	DATE	REVISIONS	JOB NO.: 20572
	6/2/22	DELDOT COMMENTS	SCALE: 1"= 50'
I	8/31/22	SUSSEX COUNTY PLANNING AND ZONING COMMENTS	DATE: 5/20/21
			DRAWN BY: BS
			DESIGN BY: CJF/CMT
			REVIEW BY: CJF
			SHEET: 13 OF 14

10' D#U EASEMENT (TYP.)

EASEMENT | (TYP.)

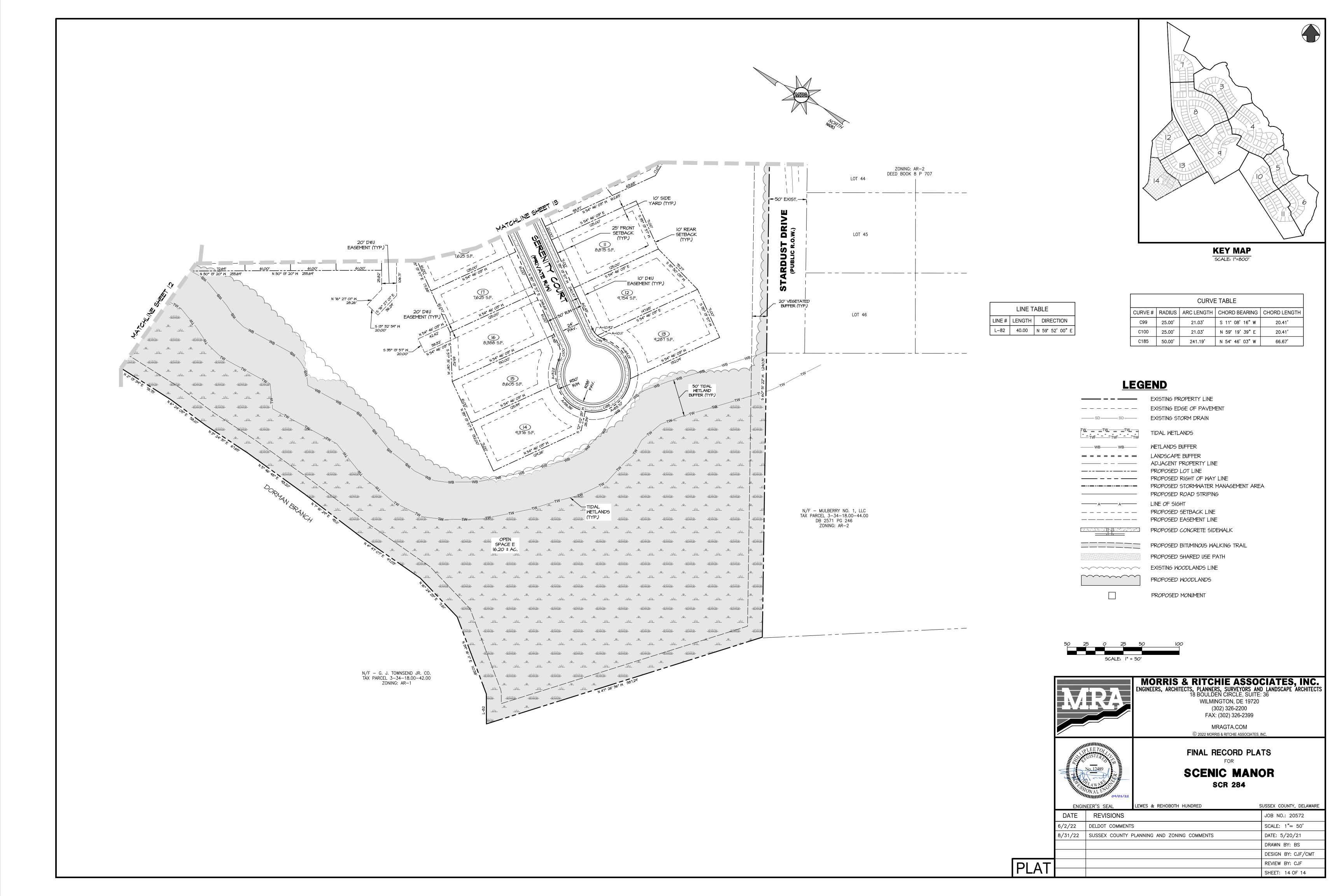
SETBACK (TYP.)



19 10,036 S.F.

PAV. PAWHATIS SHEET 14					CURVE TABLE				
150' W. JE SHEET				CURVE	# RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	
TCHLIND				C-96	25.00'	39.27'	N 14° 46' 26" E	35.36'	
× ·				C-97	25.24'	39.17'	N 75° 13' 34" W	35.36'	
	LINE TABLE		ABLE	C-98	25.00'	36.84	S 77° 26′ 46″ W	33.59'	
	LINE#	LENGTH	DIRECTION	C-182	320.00'	82.60'	N 87° 49' 17" W	82.37'	
	L-46	19.12	N 59° 46' 26" E	C101	24.89'	35.50'	N 05° 24' 19" W	32.56'	
	L-47	30.45	S 59° 46' 26" W	C105	380.00'	390.00'	N 89° 44′ 31″ W	373.11'	
	L-49	39.68	S 53° 21' 57" W	C106	325.00'	103.44'	N 39° 20' 55" W	103.00'	
	L-50	13.33	S 67° 36′ 36″ W	C126	25.00'	39.27'	N 75* 13' 35" W	35.36'	
	L-88	36.49	S 59° 35′ 44″ W	C143	25.00'	39.27	S 14° 46' 26" W	35.36'	

L-88 36.49 S 59° 35′ 44″ W L-89 22.78 S 60° 51′ 22″ W



Tax Parcel Numbers: See Schedule "1" Attached

Prepared By and Return To: Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801

BYLAWS FOR SCENIC MANOR HOMEOWNERS ASSOCIATION, INC.

ARTICLE I PLAN OF OWNERSHIP

Section 1. Lot Ownership.

The planned community known as Scenic Manor located in Sussex County, Delaware, has been established in accordance with the provisions of the Delaware Uniform Common Interest Ownership Act of the State of Delaware, 25 <u>Del. C.</u> Sections 81-101 et seq. (the "<u>Act</u>") pursuant to the Master Declaration of Covenants, Conditions, Easements and Restrictions for Scenic Manor (the "<u>Declaration</u>"), recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware (the "<u>Recorder's Office</u>") immediately prior hereto, and as shown and identified on the Final Record Plats for Scenic Manor, prepared by Morris & Ritchie Associates, Inc., dated [____], last revised [____], such Plat 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 "<u>Master Plat</u>"). Any capitalized terms or words not otherwise defined in these Bylaws shall have the definition and meaning ascribed thereto in the Declaration.

Section 2. Applicability of Bylaws.

The provisions of these Bylaws are applicable to the Project and to the use and occupancy thereof. All present and future Owners, mortgagees, lessees and occupants of Lots and their employees and any other person who may use the facilities of the Project in any manner, are subject to these Bylaws, and the acceptance of a deed or transfer document, or the act of occupancy of a Lot, shall conclusively establish the acceptance and ratification of these Bylaws, the Declaration, the Master Plat, and any Rules and Regulations, as they may be amended from time to time, by the person so acquiring, leasing or occupying a Lot, and shall constitute and evidence an agreement by such person to comply with the same.

Section 3. Office.

The office of the Association and the Board shall be located at [____], Sussex County, Delaware or at such other place as may be designated from time to time by the Board.

ARTICLE II ASSOCIATION OF OWNERS

Section 1. Composition.

All of the Owners of Lots contained in the Project, acting as a group in accordance with the Act, the Declaration and the Bylaws, shall constitute the Association of Owners, which has been incorporated as SCENIC MANOR HOMEOWNERS ASSOCIATION, INC., a Delaware non-profit corporation (the "Association"). This Association shall have the responsibility of maintaining the Common Areas, maintaining the Lawn Area, establishing the means and methods of collecting the contributions to the Common Expenses, and performing all of the other acts that may be required to be performed by the Association pursuant to the Act and the Declaration. Except as to those matters which the Act specifically requires to be performed by the vote of the Owners, the administration of the foregoing responsibilities shall be performed by the Board as more particularly set forth in Article III hereof.

Section 2. Annual Meetings.

The Declarant, or a property manager selected by Declarant or the Association, shall notify the Owners that an annual meeting of the Association has been called, on or before the date at least ten (10) but not more than sixty (60) days prior to the date of the first annual meeting of the Association. The first annual meeting of the Association shall be held within one (1) year after the incorporation of the Association. Thereafter, annual meetings of the Association must be held in each succeeding year at the time and place determined by the Board, no later than one (1) year following the previous annual meeting. At such annual meetings the Board, except to the extent otherwise provided in Section 1 of Article III of these Bylaws prior to the end of the Declarant Control Period, shall be elected by ballot of the Owners in accordance with the requirements in Section 1 of Article III of these Bylaws. The Association may transact such other business at such meetings as may properly come before it.

Section 3. <u>Place of Meetings</u>.

Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Board.

Section 4. Special Meetings.

The President may call a special meeting of the Association at any time. Additionally, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board or within thirty (30) days after receipt of a petition signed and presented to the Secretary by Owners owning not less than twenty percent (20%) of the percentage interests of all Owners; provided, however, that no special meeting shall be called prior to the first annual meeting of the Association by resolution of the Board. If the Association does not notify Owners of a special meeting within thirty (30) days after the requisite number or percentage of Owners requested the Secretary to do so by a petition, the requesting Owners may directly notify all Owners of that meeting. The notice of any special meeting shall comply with the requirements of

Section 5 of Article II of these Bylaws. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings and Waiver.

Except in the case of emergency meetings, which may be held without prior notice, it shall be the duty of the Secretary to give notice with the agenda of each annual or special meeting of the Owners or with a statement as to the website address where the agenda is located, at least ten (10) but not more than sixty (60) days prior to such meeting, to each Owner of record, by mailing such notice prepaid to such address as each Owner shall have designated by notice in writing to the Secretary, or by any other means described in Section 81-127 of the Act. The notice shall state the time and place of such meeting and the items on the agenda, or must state the website address where the agenda is located, including the following: (a) a statement of the general nature of any proposed amendment to the Declaration or Bylaws, (b) a statement that in the absence of objection from any Owner present at the meeting, the President may add items to the agenda, (c) any budget changes, and (d) any proposal to remove an officer or member from the Board. The mailing of a notice of a meeting in the manner provided in this Section 5 shall be considered service of notice. Notwithstanding the foregoing, the agenda may be posted on the website of the Association, if any, in lieu of being included in the notice, provided that the Association shall, by any means described in Section 81-127 of the Act, furnish to any Owner who so requests a copy of the agenda prior to the meeting. Any Owner may, at any time, waive notice of any meeting of the Owners, in writing, and such waiver shall be deemed equivalent to the giving of such notice.

Section 6. Adjournment of Meetings.

If any meeting of the Association cannot be held because a quorum is not present, Owners owning a majority of the percentage interests who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business.

The order of business at all annual meetings of the Association shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of the Board.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board (when so required).
- (i) Unfinished business.
- (j) New business.

Section 8. Ownership Interests in Lots.

Ownership interests in and to Lots may be taken in the name of an individual; or in the names of two or more persons, as tenants in common or as joint tenants with right of survivorship, or as tenants by the entirety; or in the name of a corporation, partnership, or limited liability company; or in the name of a fiduciary.

Section 9. Voting.

Voting at all meetings of the Association shall be on a percentage basis and the percentage of the vote to which each Owner is entitled shall be one vote for each Lot. Where the ownership of a Lot is in more than one person, then the person who shall be entitled to cast the vote of that Lot shall be the person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary. Such certificate shall be valid until revoked by a subsequent certificate. The vote of each Lot shall be exercised as the Owners of the Lot, among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. In the event of multiple or disputed votes by and between the applicable Owners of a Lot, then such votes shall be ruled invalid and the Board shall disregard any such multiple or disputed votes cast by the Owners. Any such invalidated votes shall not, however, invalidate or otherwise alter the effectiveness of such Owners' attendance at the meeting by proxy or otherwise for quorum purposes. Whenever the approval or disapproval of a Owner is required by the Act, the Declaration, or these Bylaws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Owner at any meeting of the Association. Except where a greater number is required by the Act, the Declaration or these Bylaws, a majority of the Owners present at a meeting where a quorum is present in person or by proxy is required to adopt decisions at any meeting of the Association. If the Declarant or a Participating Builder owns or holds title to one or more Lots, the Declarant shall have the right at any meeting of the Association to cast the vote to which such Lot is entitled. Votes allocated to a Lot owned by the Association may not be cast and shall not be calculated either in a quorum or in any percentage of Lot votes needed for any action by the Owners.

Section 10. Proxies.

A vote may be cast in person or by proxy. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy. An Owner may revoke a proxy given only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Proxies shall be valid only for the particular meeting designated therein or for multiple meetings within a time period not to exceed one year designated therein. To be effective, proxies must be filed with the Secretary before the appointed time of the meeting for which they are used.

Section 11. Majority of Owners.

As used in these Bylaws, the term "majority of the owners" shall mean those Owners having more than fifty percent (50%) of the aggregate percentage interests of all Owners.

Section 12. Quorum of Owners.

A quorum is present throughout any meeting of the Association if:

- (a) Persons entitled to cast at least twenty percent (20%) of the votes of the Association are present in person, by proxy, or by ballot at the beginning of the meeting; or
- (b) Ballots solicited in accordance with Section 81-310(f) of the Act are delivered to the Secretary in a timely manner by persons who, together with those persons present in person or by proxy or ballot at the beginning of the meeting, would comprise a quorum for that meeting.

Section 13. Action by Ballot.

Action may be taken by ballot without a meeting as follows:

- (a) Any action that the Association may take at any meeting of members may be taken without a meeting if the Association delivers a written or electronic ballot to every member entitled to vote on the matter. A ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.
 - (b) All solicitations for votes by ballot must:
 - (1) Indicate the number of responses needed to meet the quorum requirements;
 - (2) State the percentage of approvals necessary to approve each matter other than election of the Board;
 - (3) Specify the time by which a ballot must be delivered to the Association in order to be counted, which time shall not be less than three (3) days after the date that the Association delivers the ballot; and
 - (4) Describe procedures, including time, size, and manner, by when Owners wishing to deliver information to all Owners regarding the subject of the vote may do so.
 - (c) Approval by ballot pursuant to this section is only valid if:
 - (1) The number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action; and
 - (2) The number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes by ballot.
- (d) A ballot shall not be revoked after delivery to the Association by death, disability, or revocation by the person who cast the vote.

Section 14. Conduct of Meeting.

The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the

conduct of all meetings of the Association when not in conflict with the Declaration, other specific provisions of these Bylaws or the Act.

Section 15. Minutes.

The Association shall maintain minutes of all meetings of its members and Board, a record of all actions taken by the members or Board without a meeting, and a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association.

Section 16. List of Members.

The Association shall maintain a record of its members in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by class, showing the number of votes each member is entitled to cast.

Section 17. Record Keeping.

The Association shall keep a copy of the following records at its principal office:

- (a) Its original or restated Certificate of Incorporation and Bylaws and all amendments to them currently in effect;
- (b) The minutes of all members' meetings and records of all action taken by members without a meeting for the past three (3) years;
- (c) Any financial statements and tax returns of the Association prepared for the past three (3) years, together with the report of the auditors of the financial records;
- (d) A list of the names and business addresses of its current members of the Board and officers;
 - (e) Its most recent annual report delivered to the Secretary of the State; and
- (f) Financial and other records sufficiently detailed to enable the Association to comply with Section 81-409 of the Act.

Section 18. Right of Members to Inspect Records.

(a) Subject to the provisions of this Section, all records kept by the Association, including the Association's membership list and address, and aggregate salary information of employees of the Association, shall be available for examination and copying by a Owner and the Owner's authorized agent, so long as the request is made in good faith and for a proper purpose related to the Owner's membership in the Association. This right of examination may be exercised: (i) only during reasonable business hours or at a mutually convenient time and location, and (ii) upon five (5) days' written notice reasonably identifying the purpose for the request and the specific records of the Association requested.

- (b) Subject to the provisions of this Section, all rules governing the Association and other books, records and financial statements of the Association shall be made available for examination and copying by the lenders and the holders and insurers of the first mortgage of any Lot and any prospective purchaser of a Lot. Records kept by a Association may be withheld from inspection and copying to the extent that they concern:
- (1) Personnel matters relating to specific persons or a person's medical records;
- (2) Contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation;
- (3) Pending or threatened litigation, arbitration, mediation or other administrative proceedings;
- (4) Matters involving federal, state or local administrative or other formal proceedings before a government tribunal for enforcement of the Declaration, Bylaws or rules;
- (5) Communications with legal counsel which are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
 - (6) Disclosure of information in violation of law;
- (7) Meeting minutes or other confidential records of an executive session of the Board; or
 - (8) Individual Owner files other than those of the requesting Owner.
- (c) An attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by Owners or production in a legal proceeding for examination by Owners.
- (d) The Association may charge a fee for providing copies of any records under Sections 16 and 17 of Article II of these Bylaws but that fee may not exceed the actual cost of the materials and labor incurred by the Association.
- (e) The right to copy records under Sections 16 and 17 of Article II of these Bylaws includes the right to receive copies by xerographic or other means, including copies through an electronic transmission if available and so requested by the Owner.
 - (f) The Association is not obligated to compile or synthesize information.
- (g) Information provided pursuant to Sections 16 and 17 of Article II of these Bylaws may not be used for commercial purposes.
- Section 19. Expenses Prior to First Assessment.

The Declarant shall pay all Common Expenses of the Project, until the first assessment is made by the Association in accordance with Article V and Section 2 of Article III of these Bylaws.

Section 20. <u>Litigation</u>.

The Association shall have the authority pursuant to Section 81-302(a)(4) of the Act to commence and pursue litigation involving the Association, subject to the following rules:

- (a) Before the Association commences litigation, arbitration or any administrative proceedings against the Declarant or any Participating Builder or any person employed by or under contract with the Declarant or any Participating Builder involving any alleged construction defect with respect to the Project, the Association shall provide written notice of its claims to the Declarant and those persons whom the Association seeks to hold responsible for the claimed defects (the "Allegedly Responsible Persons"). The text of the notice may be in any form reasonably calculated to put the Allegedly Responsible Persons on notice of the general nature of the Association's claims including, without limitation, a list of the claimed defects. The notice may be delivered by any method of service and may be addressed to any person provided that the method of service and the person who is actually served either: (i) provides actual notice to the Allegedly Responsible Persons named in the claim; or (ii) the method of service used would be sufficient under local law to confer personal jurisdiction over the person in connection with commencement of a lawsuit by the Association against that person.
- (b) The Association may not commence litigation, arbitration or any administrative proceedings against an Allegedly Responsible Person for a period of ninety (90) days after the Association sends notice of its claim to that Allegedly Responsible Person.
- (c) During the ninety (90) day period, the Declarant and any other Allegedly Responsible Person may present to the Association a plan to repair or otherwise remedy the construction defects described in the notice. If the Association does not receive a timely remediation plan from each Allegedly Responsible Person to whom it directed notice, the Association shall be entitled to commence any proceedings against that Allegedly Responsible Person as the Board determines to be appropriate.
- (d) If the Association does receive one or more timely plans to repair or otherwise remedy the construction defects described in the notice, then the Board shall promptly consider those plans and then notify the Allegedly Responsible Persons of whether or not each such plan is acceptable as presented, acceptable with stated conditions, or not accepted.
- (e) If the Association accepts a repair plan from an Allegedly Responsible Person, or if the Allegedly Responsible Person agrees to stated conditions to an otherwise acceptable plan, then the parties shall agree on a timeframe for implementation of that plan, and the Association shall not commence litigation, arbitration or any administrative proceedings against that Allegedly Responsible Person during the time that the plan is being diligently implemented.
- (f) If an Allegedly Responsible Person submits notice submits a timely repair plan but the Association and the Allegedly Responsible Person have not agreed in writing to the terms of

the plan or its implementation, then the Association is entitled to commence litigation, arbitration or any administrative proceedings against that Allegedly Responsible Person.

- (g) Except as provided in Section 81-416(d) of the Act with respect to warranty claims, any statute of limitation affecting the Association's right of action against a declarant or other Allegedly Responsible Person under this Section is tolled during the ninety (90) day period described in paragraph (b) of this Section above and during any extension of that time because the Allegedly Responsible Person has commenced and is diligently pursuing the remediation plan.
- (h) After the time described in paragraph (c) of this Section expires, whether or not the Association agrees to any repair plan, nothing in this Section bars to the commencement of litigation by:
- (1) the Association against an Allegedly Responsible Person who fails to submit a timely repair plan or whose plan is not acceptable or who fails to diligently pursue implementation of that plan; or
- (2) a Owner with respect to that Owner's Lot, regardless of any actions of the Association.
- (i) Nothing in this Section precludes the Association from making emergency repairs to correct any defect that poses a significant and immediate health or safety risk.
- (j) Subject to the other provisions of this Section and the Declaration, the determination of whether and when the Association may commence any proceedings may be made by the Board and nothing in this section requires a vote by any number or percentage of Owners as a precondition to litigation.

ARTICLE III BOARD

Section 1. Number, Appointment, Election, and Qualifications.

The affairs of the Association shall be governed by a Board of Directors known as the Board. Persons eligible to serve as members of the Board are natural persons who are designees of the Declarant or elected by the Owners, as follows:

- (a) The Board shall initially consist of three (3) members, to be expanded to five (5) members as provided below. Each member of the Board is herein sometimes referred to as a "Director."
- (b) During the Declarant Control Period, Declarant shall have the sole right, power, and authority to appoint the members of the Board, subject to the provisions of Article III, Sections 1(c) through 1(e) below. The initial Directors shall be as provided in the Certificate of Incorporation of the Association.
- (c) In accordance with §81-303(d) of the Act, not later than sixty (60) days after conveyance of twenty-five percent (25%) of the total number of Lots that may be created to

Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board shall be elected by the members other than Declarant. Accordingly, after conveyance of twenty-five percent (25%) of the total number of Lots that may be created to Owners other than Declarant, the Board shall automatically be expanded to four (4) members, one (1) of whom shall be elected by the Owners other than Declarant in order to comply with the Act and three (3) of whom shall be appointed by Declarant.

- (d) In accordance with §81-303(d) of the Act, not later than sixty (60) days after conveyance of fifty percent (50%) of the total number of Lots that may be created to Owners other than Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board shall be elected by the Owners other than Declarant. Accordingly, after conveyance of fifty percent (50%) of the total number of Lots that may be created to Owners other than Declarant, the Board shall automatically be expanded to five (5) members, two (2) of whom shall be elected by the Owners other than Declarant in order to comply with the Act and three (3) of whom shall be appointed by Declarant.
- (e) In accordance with §81-303(e) of the Act, upon the termination of the Declarant Control Period, (A) all the members of the Board shall be elected by plurality vote of the Owners, (B) the Board shall consist of at least five (5) members, and (C) at least a majority of the members of the Board shall be Owners or, if an Owner is a corporation, limited liability company, partnership, trust or other entity, an officer, director, managing member or other authorized representative designated in writing by such Owner.

Section 2. Powers and Duties.

The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are allowed by the Act or by these Bylaws. The Board shall have the power, from time to time, to adopt any Rules and Regulations deemed necessary for the enjoyment of the Project and Common Areas in accordance with Section 7.6 of the Declaration. The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent, if any, which might arise between meetings of the Board. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to, and be responsible for, the following:

- (a) Preparing an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses related to the Association.
- (b) Making assessments against Owners to defray the costs and expenses of the Association in accordance with Article V of the Declaration and Article V of these Bylaws, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses in accordance with Section 5.9 of the Declaration.
- (c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the Common Areas and services of the Association.

- (d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Project, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners.
- (e) Collecting the assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Association.
 - (f) Imposing charges for late payment of assessments;
- (g) Opening of bank accounts on behalf of the Association and designating the required signatories.
- (h) Making, or contracting for the making of, repairs, additions and improvements to, or alterations of, the Common Areas and repairs to, and restoration of the Common Areas, in accordance with the other provisions of the Bylaws, after damage or destruction by fire or other casualty.
- (i) Enforcing by legal means the provisions of the Declaration and these Bylaws and the Rules and Regulations adopted by it and bringing any proceedings which may be instituted on behalf of the Owners.
- (j) Suspending any privileges of Owners, other than the right of a Owner to vote on any matter submitted to a vote of Owners, or services provided to Owners by the Association (other than those necessary for the habitability of the Owner's Lot) for non-payment of assessments.
- (k) Levying reasonable fines for violations of the Declaration, these Bylaws, and Rules and Regulations of the Association.
- (l) Obtaining and carrying insurance against liabilities, as provided in Article VI of these Bylaws, and paying the premium costs thereof.
- (m) Paying the cost of all services rendered to the Association, and not billed to Owners.
- (n) Keeping books with detailed accounts in chronological order of the receipts and expenditures affecting the operation of the Association, and the administration of the Project, specifying the maintenance and repair expenses of the Common Areas, and any other expenses incurred. The said books shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board for the general knowledge of the Owners. All books and records shall be kept in accordance with good and accepted accounting practices. The books and records shall be audited prior to the expiration of the Declarant Control Period at the expense of Declarant by an outside auditor employed by the Board who shall not be a resident of the

Project, or a Owner, or an affiliate of Declarant. The cost of such audit shall be a Common Expense.

- (o) Notifying the mortgagee of any Lot of any default by the Owner whenever requested in writing by such mortgagee to send such notice.
- (p) Resolving disputes between and among Owners, the Board or the Declarant and to make decisions regarding disputes related to the interpretation and application of the Declaration, Bylaws and rules and regulations promulgated pursuant thereto.
- (q) Doing such other things and acts not inconsistent with the Act, the Declaration, or these Bylaws which it may be authorized to do by a resolution of the Association.

Section 3. Managing Agent.

The Board may employ for the Association a professional managing agent at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 2 of this Article III. The Board may delegate to the managing agent all of the powers granted to the Board by these Bylaws; except with respect to the power to adopt Rules and Regulations and the powers set forth in paragraph (b) of said Section 2; and provided, further, that any action by the managing agent with respect to the powers set forth in paragraphs (d), (g) and (i) of said Section 2 shall require the prior written consent thereof by the Board. Any such delegation shall be in writing reflecting the consent of the Board and shall expressly provide that such delegation may be terminated and revoked at any time upon written notice. No agreement with a professional Managing Agent may bind the Association unless said agreement provides for the right of the Association to terminate the same without cause or penalty at any time after the expiration of the Declarant Control Period, upon not more than ninety (90) days' notice. Any such agreement shall be for a reasonable term.

Section 4. Term of Office.

During the Declarant Control period, except for the Directors appointed by Declarant, who shall serve until the earlier of their death, resignation, or removal by Declarant (in each such case, their successor to be appointed by Declarant) or the date of the next annual meeting next following the termination of the Declarant Control Period, Directors shall be elected for a one (1) year term and shall hold office until the next annual election and until their successors are elected and the successors' willingness to serve confirmed. After the Declarant Control Period, the term of office of one (1) member of the Board shall be fixed at three (3) years, the term of office for one (1) member of the Board shall be fixed at two (2) years, and the term of office of three (3) members of the Board shall be fixed at one (1) year. At the expiration of the initial term of each respective member of the Board, such Board member's successor shall be appointed or elected, as applicable, to serve for a term of two (2) years. The members of the Board shall hold office until their respective successors shall have been appointed by Declarant or elected by Owners, as applicable, in accordance with Section 1 of this Article III.

Section 5. Removal of Members of the Board.

Notwithstanding any provision of the Declaration or these Bylaws to the contrary, the Owners, by a two-thirds (2/3) vote of all persons present, in person, by proxy or by ballot, and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board with or without cause; except that notwithstanding the foregoing a member appointed by the Declarant may not be removed by an Owner vote prior to the expiration of the Declarant Control Period but instead may be removed at any time by Declarant for any reason or no reason whatsoever, in Declarant's sole subjective discretion.

- (a) The Owners may consider the question of whether to remove a member of the Board either:
- (1) At any duly called meeting of the Owners at which a quorum is present if that subject was listed in the notice of the meeting, or
- (2) At a special meeting called for the purpose of removing a member of the Board, whether or not a quorum is present, so long as the voting at the special meeting is conducted in the manner described in subsection (c) of this Section.
- (b) At any meeting at which a vote to remove a member of the Board is to be taken, the Board shall provide a reasonable opportunity to speak before the vote to all persons favoring and opposing removal of that member, including without limitation the member being considered for removal.
- (c) If a special meeting is called for the purpose of removing a member of the Board, then the following rules apply, whether or not a quorum is present at that meeting in person or by proxy:
- (1) After all persons present at the meeting have been given a reasonable opportunity to speak, the meeting shall be recessed for a period calculated in the manner described in paragraph (c)(2) of this Section below.
- (2) Promptly following the recess, the Association shall notify all Owners of the recessed meeting and inform the Owners of their opportunity to cast votes either in favor of or against removal during the thirty (30) day period following the day that the notice is sent.
- (3) The notice sent to Owners shall specifically inform them of their right to cast votes either in a secret written ballot, on a form provided to the Owners or by electronic means according to instructions contained in that notice.
- (d) Whether a vote under subsection (c) of this section is taken before or after a recess, and whether or not taken by electronic means, a member of the Board may be removed only if the number of votes cast in favor of removal:
 - (1) Exceeds the number of votes cast in opposition to removal; and
 - (2) Is greater than one-third (1/3) of the total votes of all Owners.

Section 6. Vacancies.

Vacancies in the Board caused by any reason other than the removal of a member by a vote of the Owners shall be filled by a vote of a majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the Association; provided, however, that the vacancy of any member designated by the Declarant pursuant to a right of the Declarant to make such designation shall be filled by the Declarant.

Section 7. Organizational Meetings.

The first meeting of the members of the Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board so elected, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

Section 8. Regular Meetings.

- (a) Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members and must be held at least quarterly. Notice, including the agenda, of regular meetings of the Board, shall be given to each member of the Board by mail, facsimile or telephone (with mail confirmation) at least ten (10) days but no more than sixty (60) days prior to the day named for such regular meeting. Except when a schedule of regular meetings has been distributed to Owners that identifies the regular meeting in question, notice of the regular meeting of the Board including the time and place of the regular meeting and the items on the agenda, including an opportunity for Owners to offer comments to the Board regarding any matter affecting the Project, shall be delivered to each Owner at least ten (10) days but no more than sixty (60) days prior to the day named for such regular meeting. The notice must state the time and place of the regular meeting and the items on the agenda, including an opportunity for Owners to offer comments to the Board regarding any matter affecting the Project.
- (b) Until the expiration of the Declarant Control Period, all regular meetings of the Board shall be closed and not open to the Owners unless Declarant decides otherwise, which decision shall be in Declarant's sole subjective and absolute discretion.
- (c) After the expiration of the Declarant Control Period, all regular meetings of the Board shall be open to the Owners except for executive sessions held for purposes of: (1) consulting with the Association's attorney regarding, or Board discussion of, litigation, mediation, arbitration or administrative proceedings or any contract matters; (2) discussing labor or personnel matters; (3) discussing matters related to contract negotiations, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or (4) discussion of any complaint from or alleged violation by a Owner, when the Board determines that public knowledge would violate the privacy of the Owner.

(d) If any materials are distributed to the Board before the regular meeting, the Association shall at the same time make copies of those materials reasonably available to the Owners, except that the Association need not distribute copies of unapproved minutes or materials that are to be considered in executive session.

Section 9. Special Meetings.

- (a) Special meetings of the Board may be called by the President or by a majority of the Board, or by Owners having at least twenty (20) percent of the votes in the Association. Notice of the special meeting of the Board including the time and place of the special meeting and the items on the agenda, including an opportunity for Owners to offer comments to the Board regarding any matter affecting the Project, shall be delivered to each Owner at least ten (10) days but no more than sixty (60) days (except in the case of emergency special meetings that may be held without prior notice) prior to the day named for such special meeting. The notice must state the time and place of the special meeting and the items on the agenda, including an opportunity for Owners to offer comments to the Board regarding any matter affecting the Project.
- (b) Until the expiration of the Declarant Control Period, all special meetings of the Board shall be closed and not open to the Owners unless Declarant decides otherwise, which decision shall be in Declarant's sole subjective and absolute discretion.
- (c) After the expiration or earlier termination of the Declarant Control Period, all special meetings of the Board shall be open to the Owners except for executive sessions held for purposes of: (1) consulting with the Association's lawyer regarding, or Board discussion of, litigation, mediation, arbitration or administrative proceedings or any contract matters; (2) discussing labor or personnel matters; (3) discussing matters related to contract negotiations, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or (4) discussion of any complaint from or alleged violation by a Owner, when the Board determines that public knowledge would violate the privacy of the Owner.
- (d) If any materials are distributed to the Board before the special meeting, the Association shall at the same time make copies of those materials reasonably available to the Owners, except that the Association need not distribute copies of unapproved minutes or materials that are to be considered in executive session.

Section 10. <u>Intentionally Omitted</u>.

Section 11. Telephonic or Video Conferencing.

The Board may meet in a telephonic or video conference call or interactive electronic communication process provided that:

(a) The meeting notice indicates that the meeting is to be a telephonic, video, or other conference and, if not a meeting in executive session, provide information as to how Owners may participate in the conference directly or by meeting at a central location or conference connection; and

(b) The process must provide all Owners the opportunity to hear the discussion and offer comments as provided in Section 81-308A(b) of the Act.

Section 12. Unanimous Consent.

In lieu of a meeting, the Board may act by unanimous consent as documented in a record signed by all of its members, but the Board may not act by unanimous consent to: (a) adopt Rules and Regulations, budget, or special assessment, (b) impose a fine or take action to enforce the Declaration, Bylaws, or Rules and Regulations, (c) buy or sell real property, (d) borrow money, or (e) contract for a sum greater than one percent (1%) of the Association's annual budget. The Secretary shall promptly notify all Owners of any action taken by unanimous consent.

Section 13. Waiver of Notice.

Notwithstanding any provision to the contrary contained herein, any member may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board shall constitute a waiver of notice by such member of the time and place of such meeting. If all members are present at any meeting of the Board, no notice shall be required and business may be transacted at such meeting, including meetings conducted by telephone conference.

Section 14. Quorum of Board.

At all meetings of the Board, a majority of the total number of members of the Board shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board.

Section 15. Fidelity Bonds.

The Board shall obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

Section 16. Compensation.

No Board member shall receive any compensation from the Association for acting as such, but may be reimbursed for necessary expenses incurred in regard to service as a Board member, as approved by the Board from time to time.

Section 17. Conduct of Meetings.

The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order shall govern the conduct of the meetings of the Board when not in conflict with the Declaration, the Bylaws, or the Act.

Section 18. Liability of the Members of the Board.

The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Board members from and against all contractual liability to others arising out of contracts made or action taken by the Board on behalf of the Owners unless any such contract or action shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made or action taken by them on behalf of the Owners. Every agreement made or action taken by the Board or by the managing agent on behalf of the Owners shall, if obtainable, provide that the members of the Board, or the managing agent, as the case may be, are acting only as agents for the Owners and shall not have personal liability thereunder, and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as such Owner's percentage interest bears to the percentage interests of all Owners. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a member of the Board, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believes to be in or not opposed to the best interests of the Owners.

ARTICLE IV OFFICERS

Section 1. <u>Designation</u>.

The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board, The Board may appoint an assistant Treasurer, an assistant Secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board. Any other officers may be, but shall not be required to be, members of the Board.

Section 2. Election of Officers.

The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by appointment by the Board at a regular meeting or special meeting called for such purposes.

Section 3. Removal of Officers.

Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and such officer's successor may be elected in accordance with Article III, Section 6 of these Bylaws.

Section 4. President.

The President shall be the chief executive of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are incident to the office of the President of a stock corporation

organized under the General Corporation Law of the State of Delaware, including, but not limited to, the power to appoint committees from among the Owners from time to time as the President may in such President's discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President.

The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board or by the President.

Section 6. Secretary.

The Secretary shall keep the minutes of all meetings of the Association and of the Board, have charge of such books and papers as the Board may direct, and shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the General Corporation Law of the State of Delaware.

Section 7. Treasurer.

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; the Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board, and the Treasurer shall, in general, perform all the duties incident to the office of a stock corporation organized under the General Corporation Law of the State of Delaware.

Section 8. Agreements. Contracts, Deeds. Checks, etc.

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations of over Seven Hundred Fifty Dollars (\$750.00) shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Board. All such instruments for expenditures or obligations of less than or equal to Seven Hundred Fifty Dollars (\$750.00) may be executed by any one officer of the Association or by such other persons as may be designated by the Board.

Section 9. Compensation of Officers.

No officer shall receive any compensation from the Association for acting as such, but may be reimbursed for expenses incurred in regard to services rendered to the Association, as approved by the Board from time to time.

ARTICLE V
OPERATION OF THE ASSOCIATION

Section 1. <u>Determination of Common Expenses and Assessments Against Owners.</u>

- (a) Fiscal Year: The fiscal year of the Association shall be the calendar year.
- (b) <u>Preparation and Approval of Budget.</u>
- takes office, it shall determine the budget for the period commencing upon the sale of the first Lot by the Declarant or Participating Builder and ending one year after such first sale occurs. Thereafter, the Board shall prepare a proposed budget of the Association at least sixty (60) days before the beginning of each fiscal year and set a date for a meeting of the Association, containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Areas, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, the Bylaws or a resolution of the Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Project and the rendering to the Owners of all related services. Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital for the Association, and if so elected by the Board, a general operating reserve and reserves for contingencies and replacements.
- (2) The Board shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Owner, on or before the commencement of the next ensuing fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution and assessments for the Common Expenses.
- (3) Within thirty (30) days after adoption of any proposed budget after the expiration of the Declarant Control Period, the Board shall provide to all Owners a summary of the budget, including any reserves and a statement of the basis on which any reserves are calculated and funded. Simultaneously, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than ten (10) nor more than sixty (60) days after providing the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. If a proposed periodic budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board.
- (c) <u>Annual Assessments</u>. After the first assessment has been made by the Association, assessments must be made at least annually to pay the Common Expenses of the Association, equally against all Owners except Owners subject to a Lot-Only Assessment, as provided in Article V of the Declaration. Such annual assessments shall be based on the budget adopted and ratified annually by the Association as provided in Article V, Section 1(b) of these Bylaws. Any Owner may prepay one or more installments of any annual assessment levied by the Association without premium or penalty.
- (d) <u>Working Capital Contributions; Assessments Upon Conveyances</u>. 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 as provided in Section 5.4 of the Declaration.

(e) Special Assessments, Budget Amendments.

- (1) 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, in accordance with Section 5.5 of the Declaration.
- (2) The Association may also levy a special assessment against any Owner to reimburse the Association for costs incurred in bringing the Owner or such Owner's Lot into compliance with the provisions of the Declaration, or these Bylaws 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.
- (3) Any amendment to a previously approved budget may be approved under the procedures described in Sections 5.3(b) and 5.5(c) of the Declaration.
- (f) 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 of the Declaration, shall be subject to an annual "Lot-Only Assessment" in the amount per year determined in accordance with Section 5.6 of the Declaration until sixty (60) days after the date a Certificate of Occupancy has been issued for a home on the Lot; thereafter such Lot shall be subject to assessments pursuant to Section 5.9 of the Declaration. The Lot-Only Assessment shall be in lieu of the regular, annual assessment imposed by this Declaration.
- (g) <u>Uniform Rate of Assessment; Frequency of Collection</u>. Except as otherwise provided in the Declaration, annual, special assessments and Lot-Only Assessments must be fixed at a uniform rate for all Lots and shall be collected as provided in Section 5.8 of the Declaration.
- (h) <u>Collection of Damages from Owners</u>. In the event that the misuse or negligence by any Owner causes or results in expenses of the Association, the Board may direct that the Owner reimburse the Association for such expenses, after notice to such Owner and an opportunity for a hearing. For example, and for purposes of illustration only, the Board may collect 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 payment obligation 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 and any Participating Builder shall not be subject to any assessment based on this paragraph.
- (i) <u>Effect of Failure to Prepare or Adopt Budget</u>. The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Owner's obligation to pay such Owner's allocable share of the common expense

as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the assessment charge at the then existing monthly, quarterly or annual rate last established for the previous fiscal period until each new annual or adjusted budget shall have been mailed or delivered.

(j) Accounts. All sums collected by the Board with respect to assessments against the Owners may be commingled into a single fund, but shall be held for each Owner in accordance with the percentage interest attributable to the Lot.

Section 2. Payment of Common Expenses.

No Owner may exempt itself, himself or herself from liability for payment of assessments by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of the Owner's Lot. No Owner shall be liable for the payment of any part of the assessments assessed against such Owner's Lot subsequent to a sale, transfer or other conveyance of such Lot. The purchaser of a Lot shall be jointly and severally liable with the selling Owner for all unpaid assessments against the latter for its, his or her share of the common expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement from the Board or managing agent setting forth the amount of the unpaid assessments against the selling owner and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that if a mortgagee or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of a first mortgage, such purchaser, its successors and assigns, shall not be liable for, and such Lot shall not be subject to, a lien for the payment of common expenses assessed prior to the acquisition of title to such Lot by such purchaser pursuant to the foreclosure sale. Such unpaid share of common expenses assessed prior to the acquisition of title to such Lot by such purchaser pursuant to the foreclosure sale shall be collectible from all Owners, including the purchaser of the foreclosure sale, in proportion to their respective percentage interests.

Section 3. Collection of Assessments.

The Board shall take prompt action to collect any assessments due from any Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

Section 4. Effect of Nonpayment of Assessment.

(a) The total assessments payable by each Owner for the Common Expenses pursuant to Article V of these Bylaws is hereby declared to be a lien levied against the Lot of such Owner, which lien shall be effective as of the first day of each fiscal year of the Association. The Board, or the managing agent, may file or record such other or further notice of lien, or such other or further document as may be required by the then laws of the State of Delaware to confirm the establishment of such lien. In any case where an assessment against a Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for thirty (30) days after its due date, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the

Board or the managing agent. If any assessment is not paid on the date when due as above established, then the established assessment (notwithstanding the fact that the Board has allowed for quarterly or monthly installments) shall be deemed due and delinquent and it shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, establish the right of the Board to foreclose the lien on the Lot, which shall bind such Lot in the hands of the then Owner. In addition to such lien right, the obligation of the then Owner to pay such assessment shall remain the Owner's personal obligation and shall not pass to the Owner's successors or assigns other than as a lien upon the Lot unless expressly assumed by them. If the assessment is not paid, within thirty (30) days of its due date, the entire fiscal year assessment shall bear interest at the Delaware rate on judgments from its due date, and the Board may bring an action against the Owner or enforce the lien on the Lot, and in the event judgment is obtained, such judgment shall include interest at the maximum amount authorized by 25 Del. C. Section 81-316, reasonable attorneys' fees to obtain and enforce such judgment, and costs as fixed by the court.

- (b) A lien under this Section is prior to all other liens and encumbrances on a Lot except (i) liens and encumbrances recorded before the recordation of the Declaration, (ii) the lien of any mortgage or security interest, in accordance with Section 5.11 of the Declaration, and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot. Upon payment of the amount due, the payer shall be entitled to a recordable termination of lien for the amount paid. The liens recorded pursuant to this paragraph shall expire on the first day of the sixtieth (60th) month after recording. This subsection does not affect the priority of mechanics' or materialmen's liens, nor the priority of liens for other assessments made by the Association. The lien under this subsection is not subject to the provisions of homestead or other exemptions.
- (c) A lien for unpaid assessments under this Section is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessments becomes due; provided, that a Owner subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code [11 U.S.C, § 101 et seq.], the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under § 362 of the Bankruptcy Code [11 U.S.C. § 362] is lifted.
- (d) A judgment or decree in any action brought under this section must include costs and reasonable attorneys' fees for the prevailing party.
- (e) The Association upon written request shall furnish to a Owner a statement setting forth the amount of unpaid assessments against the Lot. If the Owner's interest is real estate, the statement must be in recordable form. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board, and every Owner.
 - (f) The Association's lien may be foreclosed or executed upon as follows:
- (1) The Association's lien must be foreclosed in like manner as a mortgage on real estate by equitable foreclosure or executed upon by other lawful procedures provided for in the Declaration;

- (2) In the case of foreclosure, the Association shall give reasonable notice of its action to all lien holders of the Lot whose interest would be affected and to all other persons as would be required under applicable law for the foreclosure of a mortgage on real estate.
- (3) The following restrictions apply to any action by the Association to foreclose its lien under this section:
- (A) No foreclosure action may be commenced unless: (A) the Owner, at the time the action is commenced, owes a sum equal to at least three (3) months of common expense assessments based on the periodic budget last adopted by the Association pursuant to § 81-315(a) of the Act; and (B) the Board expressly votes to commence a foreclosure action against that specific Lot.
- (B) The Association shall apply any sums paid by Owners who are delinquent in paying assessments as follows: (i) first, to unpaid assessments; (ii) then to late charges; (iii) then to attorneys' fees and other reasonable collection charges and costs; and (iv) finally, to all other unpaid fees, charges, penalties, interest and late charges.
- (C) If the only sums due with respect to a Lot consist of fines and related sums levied against that Lot, a foreclosure action may not be commenced against that Lot unless the Association has first secured a judgment against the Owner with respect to those fines and has perfected a judgment lien against the Lot under state law.

Section 5. Other Liens.

Whether perfected before or after the creation of the Project, if a lien, other than a deed of trust or mortgage (including a judgment lien or lien attributable to work performed or materials supplied before creation of the Project), becomes effective against two (2) or more Lots, the Owner of an affected Lot may pay to the lien holder the amount of the lien attributable to the Owner's Lot, and the lien holder, upon receipt of payment, promptly shall deliver a release of the lien covering that Lot. The amount of the payment must be proportionate to the ratio which that Owner's common expense liability bears to the common expense liabilities of all Owners whose Lots are subject to the lien. After payment, the Association may not assess or have a lien against that Owner's Lot for any portion of the common expenses incurred in connection with that lien.

Section 6. Statement of Common Expenses.

The Board shall promptly provide any Owner so requesting the same in writing, with a written statement of all unpaid assessments for common expenses due from such owner.

Section 7. Maintenance and Repair.

- (a) <u>By the Board/Assessed to All Owners</u>. The Board shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of a Owner, in which case such expense shall be charged to such Owner) of the following, the costs of which shall be charged to all Owners as a common expense:
 - (1) All of the Common Areas.

- (2) All Common Area storm and sanitary sewer systems and appurtenances, all Common Area water and plumbing facilities, and portion of the water system and sewer system (not owned by the Owner or private companies or public bodies supplying water and sanitary sewage to the Lots) and systems that are deemed Common Areas, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of such utility services into two or more Lots, but excluding therefrom all plumbing, fixtures, systems and parts thereof which are enjoyed by only a single Lot and are located solely within the boundary of an individual Lot.
- (3) All incidental damage caused to any Lot by such work as may be done or caused to be done by the Board in accordance therewith.
- (4) Maintenance of landscaping and provisions for landscaping the Common Area land, including, but not limited to, mowing, as determined by the Board.
 - (5) The common grounds.
 - (6) All other portions of the Common Areas.
 - (7) The Lawn Area as provided in the Declaration.
- (b) <u>Manner of Repair and Replacement</u>, All repairs and replacements shall be substantially similar to the original construction and installation and be of a quality equivalent to the original construction. The method of approving payment vouchers for all Common Areas and improvements, repairs and replacements shall be determined by the Board.

Section 8. Restriction on Use of Lots.

Each Lot and the Common Areas shall be occupied and used in accordance with the provisions of the Declaration.

Section 9. Rules and Regulations.

- (a) Rules and Regulations concerning the operations and use of the Common Areas and Lots may be promulgated and amended by the Board in accordance with Section 7.6 of the Declaration and this Section 9. Copies of the Rules and Regulations shall be furnished by the Board to each Owner prior to the time when the same shall become effective. Rules and Regulations are deemed approved unless modified or defeated by a vote of sixty percent (60%) of the Owners. Rules and regulations may not be amended, adopted or revoked so long as the Declarant owns a Lot, without the Declarant's consent.
- (b) Before adopting or substantially amending any rule, the Board must notify all Owners of: (i) its intention to adopt the proposed rule and (ii) a date on which the Board will convene a meeting to receive comments on them from the Owners.
- (c) The Association may adopt rules to establish and enforce construction and design criteria and aesthetic standards in accordance with the terms of the Declaration. The Association's power under this section is subject to any reserved special declarant right under the Declaration to control any construction or design review process during the Declarant Control Period.

- (d) The Association may regulate the display of American flags or political signs within the Project. A rule regulating display of the flag of the United States must be consistent with federal law, Section 81-320 of the Act, and Section 7.2(u)of the Declaration.
- (e) The Association may regulate the size and location of any "For Sale" sign provided that no rule may prohibit the right of a Owner to display a "For Sale" sign permitted pursuant to Section 7.2(i) of the Declaration.
- (f) The Association may adopt Rules and Regulations that affect the use of or behavior in Lots that may be used for residential purposes to:
 - (1) Prevent any use of a Lot which violates the Declaration;
- (2) Regulate any behavior in or occupancy of a Lot which violates the Declaration or adversely affects the use and enjoyment of other Lots or the Common Areas by other Owners;
- (3) Restrict the leasing of Lots to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly lend money secured by first mortgages on Lots in common interest communities or regularly purchase those mortgages; or
- (4) Serve any purpose for which Rules and Regulations may be adopted pursuant to the terms of the Declaration.
 - (g) All Rules and Regulations adopted by the Association must be reasonable.
- (h) The Board must maintain on a current basis for reference by Owners' tenants a complete statement of all Rules and Regulations.
- (i) The Owner shall obtain from the Board and deliver to or otherwise make available to each tenant of the Owner's Lot, at the time the lease is executed or, in the absence of a written lease when the tenancy begins, a current copy of the Rules and Regulations as furnished by the Board and shall deliver to or otherwise make available to the tenant a copy of any additions or revisions to the Rules and Regulations as such additions or revisions are adopted and noticed to the Unit Owners by the Board.
- (j) A tenant shall be bound to comply with the noticed rules, and the Owner leasing to the tenant shall take all lawful action against a tenant who materially violates the noticed rules.
- (k) By entering into a lease for a Lot, the Owner of that Lot irrevocably appoints the Board as attorney-in-fact coupled with an interest to enforce the noticed rules against the tenant of that lease in the event that the Owner shall fail, within a reasonable time after written demand by the Board, to take what the Board reasonably regards as adequate enforcement action against the tenant in material violation of noticed rules. In the event of enforcement action (including any summary action for possession at law or a petition for injunctive relief in equity) under this subsection, the tenant shall have no resort to any defense based upon lack of contractual privity with the Board.

ARTICLE VI INSURANCE

Section 1. Authority to Purchase.

- (a) The Board shall be required to obtain and maintain, to the extent obtainable, public liability and property damage insurance in such limits as the Board may from time to time determine, insuring each member of the Board, the managing agent and each Owner against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of or incident to, the ownership or use of the Common Areas. Said insurance shall be issued on a comprehensive liability basis and shall contain a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured. The Board shall review such limits once each year, to determine in their discretion the adequacy of such insurance. It shall be the responsibility of each Owner to obtain, at the Owner's own expense, liability and property and casualty insurance with respect to ownership or use of each Lot, and the Board shall not be responsible for obtaining such insurance.
- (b) The Board shall also obtain and maintain (i) fidelity insurance if and to the extent necessary to meet the requirements of law; and (ii) such other insurance as the Board may determine or as may be required from time to time by a majority of the Owners.

Section 2. Premiums.

Premiums upon all insurance policies purchased by the Board shall be deemed to be a Common Expense.

ARTICLE VII CONDEMNATION

Whenever all or any part of the Common Areas shall be taken by condemnation or eminent domain, or is conveyed in lieu thereby the Board acting on the agreement of at least seventy-five percent (75%) of the total vote of the Owners, all holders of first mortgages on Lots to which at least fifty- one percent (51%) of the votes of Lots subject to mortgages held are allocated, and of the Declarant (for so long as Declarant or any Participating Builder owns any Lot primarily for the purpose of sale), then the award or the proceeds collected for such taking or sale in lieu thereof shall be payable to the Association and shall be retained by and for the benefit of the Association.

ARTICLE VIII MORTGAGES

Section 1. 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) of:

- (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 such Association;
- (4) Any proposed amendment of the Declaration, the Master Plat, or the Bylaws effecting a change in: (i) The boundaries of the Lot subject to such First Mortgage or the exclusive easement rights appertaining thereto; (ii) the number of votes in the Association appertaining to the Lot subject to such First Mortgage; (iii) the purposes to which the Lot subject to such First Mortgage or the Association Property are restricted; or (iv) any proposed action that requires the consent of a specified percentage of Mortgagees; or
- (5) 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 First 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 sixty (60) 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.

ARTICLE IX COMPLIANCE AND DEFAULT

Section 1. Relief.

Each owner of a Lot shall be governed by and shall comply with, all of the terms of the Declaration, the Bylaws and the Rules and Regulations of the Board, and any amendments of the same. A default by a Owner shall entitle the Association, acting through its Board or through the managing agent, to the following relief:

(a) <u>Legal Proceedings</u>. Failure to comply with any of the terms of the Declaration, these Bylaws and the Rules and Regulations of the Board shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board, the managing agent or, if appropriate, by any aggrieved owner.

- (b) <u>Dispute Resolution Process</u>. Except for disputes relating to a default for failure to pay any assessment or monetary obligation, all disputes shall be subject to the dispute resolution process set forth in Section 12.15 of the Declaration.
- (c) Additional Liability. Each Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by this act, neglect or carelessness of any member of such Owner's family or such Owner's employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.
- (d) <u>Costs and Attorneys' Fees</u>. In any proceeding arising out of a default by an owner, the Board shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court, or in accordance with the Common Interest Community Ombudsperson Act, 29 Del. C. Section 2544.
- (e) No Waiver of Rights. The failure of the Association, the Board or of a Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws or the rules and regulations of the Board shall not constitute a waiver of the right of the Association, the Board or the Owners to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board or any owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws or the rules and regulations of the Board shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the rules and regulations of the Board or at law or in equity.
- (f) <u>Interest</u>. In the event of a default by any Owner in paying any common expenses or other sum assessed against him which continues for a period in excess of thirty (30) days after its due date, such Owner shall be obligated to pay interest on the amounts due at the maximum rate authorized by 25 <u>Del. C</u>. Section 81-316 from the due date thereof.
- Regulation adopted by the Board, or the breach of any regulation contained herein, or the breach of any provision of the Declaration, entitles the Board to all available rights pursuant to law or set forth in these Bylaws: (1) to enter the Lot in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 2. <u>Cumulative Remedies</u>. Suit to recover a money judgment for unpaid contributions shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

ARTICLE X AMENDMENTS TO BYLAWS

Section 1. Amendments.

- (a) Except as otherwise provided in this section, these Bylaws 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; provided that, for so long as the Declarant owns any portion of the Property or Project, including, but not limited to, any Lot, such amendment shall require the prior written consent of Declarant, which consent may be granted or not granted, in Declarant's sole subjective and absolute discretion, and; provided, further, that any amendment that will affect a Participating Builder's Lots shall require the prior written consent of the Participating Builder, its successors or assigns so long as the Participating Builder owns such Lot, which consent shall be in the Participating Builder's sole subjective and absolute discretion.
- (b) Notwithstanding anything contained in these Bylaws to the contrary, the Declarant shall have the right, at any time and from time to time, during the period that commences on the date of recordation of the Declaration and ends on the date which is thirty (30) years thereafter (the "Thirty-Year Period"), without the consent, approval, or joinder of the Association, any Association Member, the Board, any Director, any Mortgagee, any Owner, any contract purchaser, any lien holder, or any party claiming a legal or equitable interest in all or any portion of the Property or Project, including, without limitations, any Lot or the Association Property, to modify, amend, change, or supplement any of the terms, covenants, reservations easements, notes, or other provisions contained in these Byalws, (i) for any reason or no reason whatsoever, as the Declarant may deem necessary or desirable, in Declarant's sole subjective and absolute discretion, or (ii) if such modification, amendment or change is:
 - (1) required by federal, state, county or local laws; or
- (2) required by any Mortgagee of all or any portion of the Property or Project; or
- (3) required by any title insurance company issuing title insurance to any Owner or any Mortgagee of all or any portion of the Property or Project; or
- (4) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage Service Corporation, Government National Mortgage Association 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
- (5) required to correct errors, technical deficiencies, or imperfections, including, but not limited to, typographical or clerical errors; or
 - (6) required to clarify ambiguities; or

- (7) required by any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Association or the Board or all or any portion of the Property or the Project, including, but not limited to, the Association Property or any Lot; or
- (8) required by any public or private utility company designated by the Declarant; or
- (9) required by any institutional lender or title insurance company designated by the Declarant; or
- (10) required to comply with the federal Fair Housing Act or any other applicable Laws.

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 these Bylaws.

Section 2. Recording.

A modification or amendment of these Bylaws shall become effective only if such modification or amendment is recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware.

Section 3. Conflicts.

No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Act. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Association, and all Owners shall be bound to abide by such modification or amendment.

ARTICLE XI MISCELLANEOUS

Section 1. Notices.

All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first-class postage prepaid, (a) if to a Owner, at the address which the Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Owner, as provided in the Owner's deed of record in the Office of the Recorder of Deeds, in and for Sussex County, or (b) if to the Association, the Board or the managing agent, at the principal office of the Association or at such other address as shall be designated by notice in writing to the Owners pursuant to this section.

Section 2. Invalidity.

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. Gender.

The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Definitions.

Words and phrases which are used herein and which are defined in the Declaration shall have the meaning as set forth in the Declaration; and Article I of the Declaration is incorporated herein by reference.

Section 6. Conflicts,

These Bylaws and the Declaration are promulgated under the provisions of 25 <u>Del. C.</u> Chapter 81; and in the event of any conflicts between said documents and the provisions of 25 <u>Del. C.</u> Chapter 81, the provisions of 25 <u>Del. C.</u> Chapter 81 shall be controlling; however, to the extent possible, these documents should be interpreted to conform with said statutory provisions. Also, in the event of any conflict between the terms of the Declaration and any of the Association Documents, the terms of the Declaration shall govern and control.

IN WITNESS WHEREOF, the Manor Homeowners Association, Inc. 1 day of, [].	e original members of the Board have hereunto set their hands an	
	SCENIC MANO ASSOCIATION,	R HOMEOWNERS INC.
	By:	(SEAL)
	[]	e Board of Directors
STATE OF)	
CITY/COUNTY OF) to wit:	
I HEREBY CERTIFY that on the a Notary Public of the State aforesaid. Directors of Scenic Manor Homeown known or satisfactory proven to be the acknowledged that he executed the forest	personally appeared [], a person who subscribed to the	a Member of the Board of are corporation, personally foregoing instrument, and
. AS WITNESS my hand and No	otarial Seal.	
[NOTARY SEAL]	Notary Public	
	Printed Name of N My Commission E	•

SCENIC MANOR HOMEOWNERS ASSOCIATION, INC.

	[]	(SEAL)
	Member of the	ne Board of Directors
STATE OF)	
) to wit:	
CITY/COUNTY OF)	
I HEREBY CERTIFY that on the	day of	l before me the subscriber
a Notary Public of the State aforesaid, 1	personally appeared [],	a Member of the Board of
Directors of Scenic Manor Homeowne		
known or satisfactory proven to be the		
acknowledged that he executed the foreg	oing Bylaws for the purposes	s set forth therein.
AS WITNESS my hand and Nota	rial Seal.	
·		
[NOTARY SEAL]		
	Notary Public	
	Printed Name of	Notary Public
	My Commission	•

SCENIC MANOR HOMEOWNERS ASSOCIATION, INC.

	By:	(SEAL)
	[] Member of t	he Board of Directors
STATE OF)	
CITY/COUNTY OF) to wit:)	
I HEREBY CERTIFY that on the a Notary Public of the State aforesaid, Directors of Scenic Manor Homeowne known or satisfactory proven to be the acknowledged that he executed the forest that the same of the sam	personally appeared [] ers Association, Inc., a Delay person who subscribed to th going Bylaws for the purpose	, a Member of the Board of ware corporation, personally e foregoing instrument, and
AS WITNESS my hand and Not	arial Seal.	
[NOTARY SEAL]		
	Notary Public	
	Printed Name of	Notary Public
	My Commission	Expires:

EXHIBIT "A" LEGAL DESCRIPTION

SCHEDULE "1" LIST OF TAX PARCEL NUMBERS SCENIC MANOR SUBDIVISION

CERTIFICATE OF INCORPORATION OF SCENIC MANOR HOMEOWNERS ASSOCIATION, INC.

FIRST: The name of this corporation is "Scenic Manor Homeowners Association, Inc." (hereinafter referred to as the "Association"). SECOND: The registered office of the Association in the State of Delaware is], and the registered agent at such address is this Association itself. THIRD: The nature of the business of the Association is to provide for the maintenance of the Association Property (as defined in the Master Declaration of Covenants, Conditions, Easements and Restrictions dated effective [record in the Office of the Recorder of Deeds in and for Sussex County, Delaware (the "Recorder's Office") in Deed Book [], Page [l, as the same may be amended from time to time (the "Master Declaration"), located at the residential community project (the "Project") known as "Scenic Manor," in Sussex County, Delaware, being three hundred nineteen (319) Lots (as defined in the Master Declaration), and additional parcels to contain active and passive open space and stormwater management facilities, upon the real property shown and identified on the Final Record Plats for Scenic Manor,], last revised [prepared by Morris & Ritchie Associates, Inc., dated [Plat being recorded in the Recorder's Office at Plat Book [], Page [Plat may be subsequently supplemented or amended from time to time (collectively, as supplemented and amended, the "Master Plat"). The maintenance of the Association Property shall be in accordance with the applicable provisions of the laws and ordinances of all applicable governmental authorities and pursuant to the provisions and

FOURTH: The Association is not a corporation organized for profit and it shall have no capital stock. The members of the Association shall be the Owners of the Lots (as defined in the Master Declaration and as shown on the Master Plat), but only for so long as they are and remain Owners. The members shall be required to pay such assessments as may from time to time be levied by the Board of Directors of the Association (the "Board") and as otherwise provided in the Master Declaration. At all the meetings of the Association the Owners of each Lot shall be entitled collectively to cast such vote or votes as provided for in the Bylaws of the Association, which Bylaws are to be recorded in the Recorder's Office, which vote or votes may be cast in person or by proxy.

requirements of the Master Declaration.

The Board shall levy an assessment upon the Owners of each Lot for the Association to carry-out its purposes as set forth in the Master Declaration and the Bylaws of the Association. Said assessment shall, in any year, be apportioned pursuant to a method to be established in the Master Declaration and Bylaws of the Association, and it shall be payable in such installments, in advance, and on such date or dates as the Board may fix from time to time. To the extent that any such assessment shall remain unpaid after they are due in any year for which such assessment is made, it shall become

a lien on said Lot(s) and may be recovered by appropriate execution and sale of said parcel of land by the Association or its attorney, or any other right or remedy available at law or in equity, subject nevertheless to institutional liens and mortgages. Notwithstanding the foregoing, however, the Board may assess for a partial year in the Association's first year of existence. The Board may also elect to levy special assessments pursuant to the relevant provisions in the Bylaws of the Association.

Nothing herein shall be regarded as imposing on the members personal liability to the Association's creditors. Nothing herein shall authorize the Association to make levies or assessments except for a proper corporate purpose as set forth in this Certificate of Incorporation, the Bylaws of the Association, or as provided in the Master Declaration.

FIFTH: The name and mailing address of the Incorporator is as follows:



SIXTH: The powers of said Incorporator shall terminate upon the filing of this Certificate of Incorporation. The business and affairs of the Association shall be carried on by the Board. The initial Board shall consist of three (3) Directors. Thereafter, the Board may be expanded to up to five (5) Directors as provided in the Bylaws of the Association. The terms of the Directors may be fixed by the Bylaws of the Association. Any vacancy occurring in the Board may be filled as provided in the Bylaws of the Association. Until such time as successors are elected and qualified, the following persons are to serve as the Directors of the Association, with a mailing address as set forth opposite such Director's name below:

	<u>Name</u>	<u>Address</u>
1.		[]
2.		[]
3.	[]	[]

SEVENTH: The Association shall have the power to acquire by purchase, devise or donation, or in any other manner, and to dispose of, any property, or property rights, real or personal, and to enter into and perform any and all contracts, leases, licenses or other agreements or undertakings relative to the Association Property, and to mortgage, pledge, restrict the use of, or otherwise encumber or grant and convey easements, declaration of restrictions or other agreements of record with respect to any of its property, and to draw, make, endorse and accept promissory notes and bills of exchange, provided that any such action by the Association shall be for the purpose of carrying out the purposes for which it is incorporated, and provided that any such action is consistent with the foregoing provisions and the applicable provisions of the Master Declaration.

EIGHTH: The Association shall be considered a "civic organization" as defined in 9 *Del. C.* §8110 (a) (1) and is subject to the following provisions:

- (i) The Association is not organized for profit;
- (ii) No part of the net earnings of the Association shall inure to the benefit of any private shareholder, member or individual; and
- (iii) Upon liquidation or dissolution of the Association, or abandonment by the Association, none of the assets of the Association nor benefits from its property will inure to the benefit of any person or organization except a community chest, public or nonprofit, foundation, government, governmental agency, civic organization, maintenance corporation or other nonprofit organization.

NINTH: A Director shall not be personally liable for monetary damages for a breach of a fiduciary duty as a director unless: (i) such breach constitutes a breach of the duty of loyalty to the Association or its members; (ii) the act or omission was not in good faith or otherwise involved intentional misconduct or a knowing violation of law; or (iii) for any transaction from which the Director derived an improper personal benefit. A Director shall not be liable for a breach of the duty of loyalty for a self-interested transaction if the provisions of 8 *Del. C.* §144 are satisfied.

TENTH: This Certificate of Incorporation may not be amended except by the affirmative vote of members entitled to cast not less than sixty-seven percent (67%) of the votes of the members present, in person or by proxy, and voting at a meeting duly called for this purpose, provided that, for so long as Declarant owns any Lot, any such amendment shall require the prior written consent of Declarant. The power to make, alter or repeal the Bylaws of the Association shall be in the members of the Association as provided in the Bylaws of the Association.

ELEVENTH: The election of the Directors of the Association need not be by ballot unless the Bylaws of the Association shall so provide.

TWELFTH: The Association shall exist perpetually.

THE UNDERSIGN	ED , being the Incorporator for the purpose of forming a
corporation in accordance	with Title 8, Chapter 1, of the Delaware Code entitled
"General Corporation Law,"	and the acts amendatory and supplemental thereto, if any,
makes and files this Certific	ate of Incorporation, hereby declaring and ratifying that the
facts herein are true, and ac, [].	cordingly, has set his hand and seal the day of
In the Presence of:	Incorporator:

Tax Parcel Nos: See Schedule "1" attached

Prepared by and Return to: Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801

MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SCENIC MANOR

located in

SUSSEX COUNTY, DELAWARE

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MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SCENIC MANOR

OF

COVENANTS.

CONDITIONS.

DECLARATION

EASEMENTS AND RESTRICTIONS (this "Declaration") is made effective as of the
day of, [] (the "Effective Date"), by MKR LAND INVESTMENT, LLC, a
Delaware limited liability company (the " <u>Declarant</u> ").
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
three hundred nineteen (319) Lots (defined below), and additional parcels to contain active and
passive open space and stormwater management facilities, upon the real property shown and
identified on the Final Record Plats for Scenic Manor, prepared by Morris & Ritchie Associates,
Inc., dated [], last revised [], such Plat 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 Plat"); which
Property is currently designated for the construction of a residential community to be known as
"Scenic Manor" on the parcels shown on the Master Plat including the open spaces, streets,
storm water management areas, amenity/recreational facilities, and improvements and other
amenities (collectively, with all the Lots, the "Project"); and

WHEREAS, Declarant desires to control and restrict the construction of structures and improvements on the Property as generally depicted on the Master Plat, 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

THIS

MASTER

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, the Association (as defined below) and each Owner and their respective heirs, personal representatives, successors, transferees and assigns.

ARTICLE I DEFINITIONS

- 1.1. "<u>Association</u>" shall mean and refer to SCENIC MANOR HOMEOWNERS ASSOCIATION, INC., a Delaware non-stock corporation, its successors or assigns, which shall manage the Project infrastructure including, but not limited to the streets, storm water management areas, and common open space and recreational areas (the "Association Property").
- 1.2. "<u>Association Documents</u>" shall mean the Certificate of Incorporation and By-Laws of the Association.
- 1.3. "<u>Association Member</u>" 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. "<u>Association Property</u>" 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 Facilities located thereon.
- 1.5. "Common Areas" means and includes the definition "common elements" as set forth in Section 81-103(8) of the DUCIOA and as defined in this Declaration. Specifically, it includes the private open space (including stormwater facilities and active and passive recreational facilities) as shown on the Master Plat, and all improvements thereon, subject to any public utility easements now of record or to be given in the future by the Declarant for sanitary and storm sewer use, water line, electric, telephone and cable television transmission lines and sewage lift stations or other similar necessary or desirable utility functions, and all streets within the Project.
- 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 or replacement of the Association Property, as applicable, in accordance with Article IX hereof and all annual and special assessments found to be necessary or appropriate by the Board of Directors of the Association as applicable (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 pursuant to this Declaration and the Bylaws and Certificate of Incorporation of the Association.
- 1.7. "<u>Community-Wide Standard</u>" 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. "<u>Declarant</u>" shall be MKR Land Investment, LLC, 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 no later than the earlier 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; (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; (c) two (2) years after any right to add new Lots for residential purposes on the Property was last exercised; (d) at such time as may be required by other applicable laws; or (e) the day Declarant, after giving written notice to the Owners, records an instrument voluntarily surrendering all rights to control activities of the Association.
- 1.10. "<u>Development Plans</u>" shall mean and refer collectively to the approved site plan and plats for the Property and Project, including the Master Plat, as well as any and all amendments, modifications and extensions thereof as may be made from time to time.
- 1.11. "<u>Director</u>" shall mean each individual who is a member of the Board of Directors of the Association.
- 1.12. "<u>DUCIOA</u>" shall mean the Delaware Uniform Common Interest Ownership Act, 25 <u>Del. C.</u> § 81-101 *et seq.*, as amended from time to time.
- 1.13. "<u>Easement Agreements</u>" mean, individually and collectively, those certain easement agreements described in **Exhibit** "C" annexed hereto, and any and all amendments to any of the foregoing Easement Agreements.
- 1.14. "<u>Eligible Mortgage Holder</u>" shall mean a holder, insurer or guarantor of a First Mortgage on a Lot or all or any portion of the Association Property 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 such First Mortgagee.
- 1.15. "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, any Owner, or any 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 or 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 the Association Property) or (iv) invoke, create or impose civil or criminal liability upon the Declarant, the Association, any Owner, or any Association Member by any governmental authority or third parties as a result of the acts or omissions of the Declarant, the

Association, any Owner, or any Association Member or (v) as reasonably determined by Declarant.

- 1.16. "Facilities" shall mean any and all improvements, structures and facilities or other betterments, including, by way of illustration and not limitation, (i) private streets, parking areas, sidewalks, active and passive recreational facilities (including, but not limited to, to the extent included in the Development Plans, recreational space and walking trails), entrance features or improvements, and street lighting, (ii) any and all 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 located on Association Property including, but not limited to, any clubhouse and swimming facilities, tot lots, and walking trails.
- 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 that 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 statues, 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. "<u>Lot</u>" shall mean any one of, and "<u>Lots</u>" shall mean more than one of, the three hundred nineteen (319) residential dwelling lots in the Project; and shall not include the Association Property, any property dedicated for public use; or any other areas of the Property or Project.
- 1.20. "<u>Mortgagee</u>" shall mean the holder of any recorded mortgage encumbering any Lot or all or any portion of the Association Property and shall not be limited to institutional mortgagees. "<u>Mortgage</u>" shall mean any mortgage held by a Mortgagee. "<u>First Mortgage</u>" shall mean a Mortgage with priority over all other Mortgages. The term "<u>institutional mortgagee</u>" or "<u>institutional holder</u>" 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 ("<u>FNMA</u>"), Government National Mortgage Association ("<u>GNMA</u>"), Federal Home Loan Mortgage

Corporation ("<u>FHLMC</u>"), 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 ("<u>FHA</u>") or guaranteed by the Department of Veterans Affairs ("<u>VA</u>"), then as to such mortgage the expressions "<u>Mortgagee</u>" and "institutional mortgagee" shall 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. "<u>Participating Builder</u>" 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, [_____], and any such builder designated by the Declarant.
- 1.23. "<u>Project</u>" 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 "SCENIC MANOR" 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.
- 1.25. "<u>Recorder's Office</u>" shall mean and refer to the Office of the Recorder of Deeds in and for Sussex County, Delaware.
- 1.26. "<u>Rules and Regulations</u>" 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.
- 1.27. "<u>Utilities</u>" shall mean Artesian Water Company, Inc. for water service, Artesian Wastewater Management Inc. for sewer service, and Chesapeake Gas for the natural gas supply, 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 water or propane to, Lots or Association Property and improved areas within the Property.
- 1.28. "Wastewater Service Line" shall mean the pipe, clean-outs, and fittings that lie between the structure foundation or exterior wall on any Lot and the wastewater collection system owned by the applicable Utilities.

ARTICLE II DECLARANT'S RIGHT TO SUBJECT PROPERTY TO DECLARATION

2.1. <u>Property Subject to this Declaration</u>. The Property shall be a planned community with the name of "SCENIC MANOR" 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. The Property is subject to the Easement Agreements.

2.2. <u>Special Declarant Rights</u>.

- (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 the Participating Builder (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	Two per Participating Builder	Per home plan prepared by applicable Participating Builder	On Lot designated by Declarant
Construction Management Offices	One per Participating Builder	Trailer of a size determined by Participating Builder	On Lot or on the portions of the Association Property designated by Declarant
Storage Shed/Trailer	One per 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 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 conduct sales business and construction activities on the Property; and

- (4) the right to use and permit others to use, easements through the Common Areas as may reasonably necessary for the purpose of discharging the Declarant's and Participating Builders' obligations under DUCIOA and this Declaration.
- 2.3. <u>Limitations on Special Declarant Rights</u>. 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.

ARTICLE III ASSOCIATION PROPERTY RIGHTS

- 3.1. <u>Owners' Easements of Enjoyment</u>. 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 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 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 Lots not owned by the Declarant. Notwithstanding anything contained herein to the contrary, the Declarant shall retain control of all 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 XII, 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.
- (k) Sussex County, Delaware (the "County") shall have the authority to require the Association to perform routine maintenance and minor/major repairs as necessary to keep the Association Property in good condition, and eliminate any health or safety concerns. If the Association does not respond to a County citation for maintenance or repairs within fourteen (14) calendar days, the County shall have the right to perform the work itself and assess each property Owner or the Association itself with a fee to recover the County's costs. These fees can be recovered by the County during the normal real estate tax process as a special assessment to the Lot Owner or the Association.
- 3.2. <u>Limitations</u>. 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. <u>Delegation of Use</u>. 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, VOTING RIGHTS AND REPORTING

4.1. <u>Association Membership</u>. 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. Pursuant to 81-310(f) of DUCIOA, any action that the Association may take at any meeting of members may be taken without a meeting if the Association delivers a written or electronic ballot to every member entitled to vote on the matter. A ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. 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 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 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 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. <u>Proxies</u>. The Association Member entitled to vote shall, at every meeting of the members of the Association, 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 entireties, 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. <u>Creation of the Lien and Personal Obligation for Assessments</u>. 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; (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 operating expenses of the Association including but not limited to 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, and (iii) maintain Lawn Areas on Lots. 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 and set a date for a meeting of the Association, in accordance with Article V, Section 1(b) of the Bylaws.
- 5.4. <u>Working Capital Contributions; Assessments Upon Conveyances</u>. 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 Dollars

(\$1,000.00) and shall be paid to the Association 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 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 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 for the Association exceeding the Association's 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 shall make a nonrefundable capital contribution to the working capital fund of the Association in the amount of such remaining budget deficit.

5.5. Special Assessments, Budget Amendments.

- 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 the 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 such Association for costs incurred in bringing the Owner 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 Association's Board, after notice and an opportunity for a hearing has been provided to the Owner.
- (c) With respect to the Association, 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 <u>Lot-Only Assessment</u>. Despite any provision of this Declaration to the contrary, and regardless of the ownership of such Lot, any Owner of a Lot (including but not limited to Declarant and a Participating Builder) that does not have a completed 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 per year determined by the Board until sixty (60) days after the date a Certificate of Occupancy has been issued for a home on the Lot; thereafter such Lot shall be subject to assessments pursuant to Section 5.9 hereof. In determining the amount of the Lot-Only Assessment, the expense of maintaining empty Lots, the proportionate share of administrative expenses of the Association, and the lack of such Lot Owners using the Facilities shall all be taken into account. The Lot-Only Assessment hereby imposed shall be in lieu of the regular, annual assessment imposed by this Declaration. 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 twenty percent (20%) of the votes of the 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 of the Association 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 assessments, special assessments and Lot-Only assessments must be fixed at a uniform rate for all Lots, and may be collected in advance on a quarterly installment basis in the case of annual assessments; and on a monthly, 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).
- Date of Commencement of Annual Assessments; Due Dates; Lien Docket. Subject 5.9. to Section 5.6 hereof, the annual assessments provided for herein with respect to the Association shall commence and be payable as to each Lot sixty (60) days after the date a Certificate of Occupancy has been issued for a home on the Lot. With respect to the Association, 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 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 17563 Nassau Commons Boulevard, Lewes, Sussex County, Delaware 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; 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 of the Association or such Treasurer's 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 such Association as of the date of its issuance.
- 5.10. Effect of Non-Payment of Assessments; Remedies of the Association. 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 against any Owner (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, or foreclose the lien against the Lot (and all improvements thereon) in accordance with Article V, Section 4 of the Declaration. 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. <u>Subordination of the Lien to Mortgages</u>. 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, except 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 prorata share of such assessments resulting from a pro-rata reallocation of such assessments to all Lots, including the Lot subject to the foreclosed Mortgage. However, the lien for Assessments provided for by DUCIOA section 81-316(a) as amended from time to time shall continue. 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 prepare 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. <u>Surplus Funds</u>. Any surplus funds of the Association remaining after payment of the Common Expenses and prepayment of reserves shall not be required to be paid to the Lot Owners in accordance with DUCIOA Section 81-214.

ARTICLE VI ARCHITECTURAL CONTROL

6.1. <u>General Provisions</u>. 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 Scenic Manor Architectural Review and Design Committee (the "<u>ARC</u>"). Subject to Article XIII hereof, no dwelling, structure, improvement, landscaping or other man-made object, including, but not limited to, buildings, basketball or other similar courts, children's' recreation equipment, decks, patios, porches, pool houses, below ground swimming pools, 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 "<u>Improvements</u>") shall be designed, constructed, maintained, altered, extended, added to, removed or otherwise modified without the expressly 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 preapproved 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 members of the ARC until the earlier of (1) the date that Declarant no longer owns any Lot and (2) the date Declarant, after giving written notice to the Owners, records an instrument voluntarily surrendering Declarant's aforesaid right to appoint the members of the ARC. Thereafter, the Association shall elect all three (3) members of the ARC. 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 or election. 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 elected by the Association may be removed only in accordance with the Bylaws of the Association. The ARC shall select its own Chairman and such Chairman, or in such Chairman's 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 be authorized (but not obligated) to retain the services of consulting architects, landscape architects, community planners or attorneys to advise and assist the ARC in performing the design review functions herein prescribed. 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 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.
- 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. Notwithstanding the foregoing, the ARC may not deny approval of a roof or ground mounted solar system on a Lot if such denial effectively prohibits or unreasonably restricts the installation of the solar photovoltaic system. 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. <u>Review Fee</u>. 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 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 unless the applicant withdraws its application prior to the ARC incurring any professional fees or expenses in connection with its review and evaluation of the application. All Plans and Specifications submitted to the ARC shall be retained by the ARC and shall not be returned to the applicant, unless the ARC elects to do so.

- Review and Decision Process. Within sixty (60) days after the Owner has 6.5. 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 Declarant 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.
- 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 twenty (20) 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 twenty (20) day period, then Declarant'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. <u>Changes in Approved Plans and Specifications</u>. 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. Declarant 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. <u>Approval for Landscaping Plans</u>. 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. <u>Dispute Resolution Process</u>. If any Owner or the Declarant 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 or the Declarant may, as its sole and exclusive remedy, submit such dispute to the Dispute Resolution Process set forth in Section 12.15 herein. The parties to any such dispute 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 contactors, as applicable; and to produce any relevant documents that may be assessed or required. In no event shall the ombudsperson 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 ombudsman award any general, special, consequential or punitive damages whatsoever.
- 6.10. <u>Approvals/Disapprovals</u>. Neither the ARC, nor the ARC Members, its 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:

- 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 or construction offices, or the like.
- 7.2. <u>Prohibited Uses and Nuisances</u>. 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 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. Firewood shall be neatly stacked in the rear yard areas of the Lots. 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 or on a regular basis. 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 for a period of no longer than twenty-four (24) hours. 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 applicable 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 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, 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.
- 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 (ii) any holder of a Mortgage 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 or (ii) 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 screened from public view.

- (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 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) 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.
- 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 or such other height as permitted under the applicable codes or ordinances of Sussex County. Such fences shall be constructed of either anodized aluminum or vinyl and shall be either white in color for vinyl or black 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, and clothes-hanging devices such as lines, reels, poles, frames, etc., shall be 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) Mailboxes shall be installed only in dual configuration (one post with two mailboxes for adjacent Lots), shall be black in color, and the design thereof must be approved by the ARC (except if installed by a Participating Builder).
- (w) Storage sheds shall be permitted, limited to one per property, with a maximum square footage not to exceed 150 square feet, secured by a permanent foundation with matching materials to include the siding and roof color of home and placed behind the frontline of the dwelling towards the rear portion of dwelling, all subject to dwelling setbacks and ARC review.
 - (x) No above ground pools shall be permitted.
- 7.3. <u>Satellite Dishes</u>. 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 "<u>FCC</u>") adopted a rule effective October 14, 1996 (the "<u>FCC Rule</u>"), 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. <u>Leasing and Transfers</u>. All leases of dwelling units on all Lots shall (i) be for a period of not less than a one-year term; (ii) contain provisions advising the tenant of such tenant's obligation to comply with all provisions of this Declaration, the Association Documents and the Rules and Regulations of the Association, and (iii) 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 its, his, or her 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. <u>Parking</u>. 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 the Association Property owned by such Association, 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 or the involuntary removal of any vehicle violating the provisions of this Declaration 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 that 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. <u>Rules and Regulations</u>. The Board shall have the right to adopt Rules and Regulations in accordance with § 81-320 of DUCIOA and Article V, Section 9 of the Bylaws, governing the use by the Owners of the Association Property 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, the Bylaws, or DUCIOA. 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) or the display and placement of political signs (consistent with § 81-320 of DUCIOA). Any Rules and Regulations adopted by the Board shall be a governing document of the Association.
- 7.7. <u>Exemptions</u>. Notwithstanding anything contained in this Declaration or any other Association Documents to the contrary, 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 Property and Project are located in the vicinity of land used 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 in the future involve noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of the Property and Project is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.
- (b) The streets designated on the Development Plans are intended to be maintained by the Association in perpetuity.
- (c) The Property may contain regulated wetlands. Activities within any such wetlands may require a permit from the U.S. Army Corps of Engineers or the State of Delaware.

ARTICLE VIII DECLARATION OF EASEMENTS AND RIGHTS

- 8.1. <u>Declaration of Easements and Rights</u>. 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.
- There is hereby reserved unto the Declarant and each Participating Builder (c) (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 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 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, or propane lines, 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 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.
- 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, 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 changes to the grade or topography 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 or private utilities serving or benefiting all or any portion of the Property or Project, including, without limitation, water, sewer, gas, propane, electricity, cable television, 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, The 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 the 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 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 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. 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 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 such 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 resubdivide 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) 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. A current schedule of rates and charges for waste water services for the Lots under the Wastewater Agreement will be maintained at the office of the Association,

as applicable, and rates for the Lots may be inspected during normal business hours of the Association.

- (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 ten (10) years from the recordation of this Declaration, Declarant reserves the right to grant easements to allow adjacent properties to be serviced by the central sewage disposal system that shall service the Project subject to and in compliance with all applicable Laws (the "Additional Sewer Service Users"). Any such Additional Sewer Service Users shall be assessed for their pro rata share of the actual costs and expenses of the operation of the central sewage disposal system including, but not limited to, the maintenance, repair and replacement thereof as originally determined by the Declarant or applicable Utilities.
- 8.2. <u>Utilities Lien</u>. 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 therefor, 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 or propane user fees.
- 8.3. <u>Wastewater Agreement and Wastewater Service Line</u>. 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 maintain and repair the Wastewater Service Line servicing such Lot as applicable; to allow inspection by the applicable Utilities, to remove any blockage in said line, including without limitation blockage beyond clean-outs on the Lot and to remediate any environmental damage caused by breakage, blockage, or leakage thereof; and to pay or cause to be paid the service fees required under the terms of the Wastewater Agreement. No downspout, sump pump or other device collecting rainwater or groundwater shall be connected to the wastewater system; any violation of this prohibition shall authorize and entitle the applicable Utilities to arrange for shut-off of potable water service to the Lot.
- 8.4. <u>Utilities Exemption for Assessments</u>. As owner of the Wastewater Service Line, the applicable Utilities shall not be liable or responsible for any dues or assessments to Declarant or the Association under this Declaration.
- 8.5. <u>Association Easements</u>. The Board shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Association Property owned by such

Association for any lawful purpose which such 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, including, without limitation, responsibility for mowing, fertilizing, trimming, pruning or otherwise maintaining all or any portion of the grass, shrubs, bushes, trees and other planted materials, and any replacements thereof, as may be located within the Lawn Area. Maintenance of the Lawn Area by the Owner shall be with such frequency and in conformity with such standards as may be established by the Board from time to time. In the event that the Owner of such Lot shall fail to maintain the Lawn Area within such Owner's 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, maintain and restore the Lawn Area therein. 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, maintenance or 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 Owner of any Lot shall be responsible for the maintenance of any irrigation located on or under such Owner's Lot and shall be responsible for the payment of any utility bills associated with it on such Owner's Lot. In the event an Owner of any Lot shall fail to maintain such Lot and such improvements, the Association and its agent shall have the right to enter upon said Lot to repair, maintain and restore the Lot and such improvements. 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. <u>Association Maintenance</u>.

(a)The Association shall maintain, repair and replace the Association Property of the Association 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 treatment 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. 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 its 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.

- (b) The Association shall also have the right to enter any Lot without the consent of the Owner 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 such 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.
- (c) 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, outflow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, which serve 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 or other agreements as the Board may deem necessary or desirable for purposes of allocating or sharing the costs associated with the maintenance of any storm water management areas, facilities or equipment which serve 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.

- (d) In the event that the Association fails to maintain the Common Areas, Facilities, and open areas according to the standards of the County in accordance with the Master Plat, and in accordance with the requirements of the recorded restrictions, the County, following reasonable notice to the Association, may:
 - (i) Demand that the deficiency of maintenance be corrected; or
- (ii) Enter the Common Areas to maintain same. The cost of such maintenance shall be charged to the Association or to each Owner, pro rata; or
- (iii) Enforce collection of all assessments owing to the Association from the members thereof in accordance with the provisions of this Declaration, to the same extent as the Association.
- 9.3. <u>Additional Maintenance Responsibilities</u>. The Association may, in the discretion of its Board, provide additional services 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 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. <u>Required Coverage</u>. 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 owned or managed by such Association and any property required to be insured by such 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 DUCIOA § 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 Lot subject to a Mortgage that is 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 that owns or manages such Association Property 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 owned or managed by such Association, public ways and any other areas that are under such Association's supervision that meets the requirements of DUCIOA § 81-313. The policy shall also cover any commercial space owned by such 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 such 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 such Association in writing at least ten (10) days before it cancels or substantially modifies such 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 such 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 such 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 DUCIOA § 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, or replacement, its 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. <u>Management Agent</u>. The Board may employ for the Association a management agent or manager (the "<u>Management Agent</u>") 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. <u>Duration of Management Agreement</u>. 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 three (3) 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. <u>Association Property Responsibility</u>. 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 such 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 such 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. <u>Personal Property and Real Property for Common Use</u>. 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 such Association by the Declarant.

- 12.3. <u>Implied Rights</u>. 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. <u>Limitation of Liability</u>. 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, the Association, any Owner, or any Mortgagee shall have the right to enforce, by any proceeding at law 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, the Association, any Owner, or any Mortgagee 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, the Association, any Owner, or Mortgagee 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 the 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. <u>Fines</u>. In addition to the means for enforcement provided elsewhere in this Declaration, the Declarant and the 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.
- Except with respect to matters pertaining to the Design Guidelines which shall be within the exclusive 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. 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 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.
- (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.

- (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. <u>Severability</u>. 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. <u>Duration and Amendment</u>. All covenants, conditions and restrictions set forth in this Declaration shall run with and bind all any every portion of the Property and Project, including, but not limited to, each Lot and the Association Property, 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; provided that, for so long as the Declarant owns any portion of the Property or Project, including, but not limited to, any Lot, such amendment shall require the prior written consent of Declarant, which consent may be granted or not granted, in Declarant's sole subjective and absolute discretion, and; provided, further, that any amendment that will affect a Participating Builder's Lots shall require the prior written consent of the Participating Builder, its successors or assigns so long as the Participating Builder owns such 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. <u>Changes and Modifications by Declarant</u>. Notwithstanding anything contained in any one or more of this Declaration, the Master Plat, or the Association Documents to the contrary, the Declarant shall have the right, at any time and from time to time, during the period that commences on the date of recordation of this Declaration and ends on the date which is thirty (30) years thereafter (the "<u>Thirty-Year Period</u>"), without the consent, approval, or joinder of the Association, any Association Member, the Board, any Director, any Mortgagee, any Owner, any contract purchaser, any lien holder, or any party claiming a legal or equitable interest in all or any portion of the Property or Project, including, without limitations, any Lot or the Association Property, to modify, amend, change, or supplement any of the terms, covenants, reservations easements, notes, or other provisions contained in any one or more of this

Declaration, the Master Plat, or the Association Documents, (i) for any reason or no reason whatsoever, as the Declarant may deem necessary or desirable, in Declarant's sole subjective and absolute discretion; provided, however, that notwithstanding the foregoing, no modification, amendment or change of any provision of Section 5.11 of this Declaration shall be effective as to any Mortgagee without the consent of such Mortgagee, or (ii) if such modification, amendment or change is:

- (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 any Owner or any Mortgagee of all or any portion of the Property or Project; 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, Government National Mortgage Association 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, technical deficiencies, or imperfections, including, but not limited to, typographical or clerical errors; or
 - (f) required to clarify ambiguities; or
- (g) required by any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Association or the Board or all or any portion of the Property or the Project, including, but not limited to, the Association Property or any Lot; or
- (h) required by any public or private utility company designated by the Declarant; or
- (i) required by any institutional lender or title insurance company designated by the Declarant; or
- (j) required to comply with the federal Fair Housing Act or any other applicable Laws.

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 or any of the Association Documents.

12.10. <u>Casualty Losses</u>. 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 such Association Member's 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. <u>Condemnation or Eminent Domain</u>. In the event any part of the Association Property is 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 such Association Member's 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) of:
- (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 such Association;
- (4) Any proposed amendment of the Declaration, the Master Plat, or the Bylaws effecting a change in: (i) The boundaries of the Lot subject to such First Mortgage or the exclusive easement rights appertaining thereto; (ii) the number of votes in the Association appertaining to the Lot subject to such First Mortgage; (iii) the purposes to which the Lot subject to such First Mortgage or the Association Property are restricted; or (iv) any proposed action that requires the consent of a specified percentage of Mortgagees; or
- (5) 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 First 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 sixty (60) 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. <u>Declarant's Power of Attorney</u>. Notwithstanding anything contained in any one or more of this Declaration, the Master Plat, or the Association Documents to the contrary, the Declarant hereby reserves for itself, its successors, transferees and assigns, for the entire Thirty-

Year Period, the right to execute, deliver, and record (if and as applicable) on behalf of the Association, each and every Association Member, the Board, each and every Director, each and every Mortgagee, each and every Owner, each and every contract purchaser, each and every lien holder, and each and every party claiming a legal or equitable interest in all or any portion of the Property or Project, including, without limitations, any Lot or the Association Property, any agreements, documents, amendments, supplements, or other instruments which may be necessary, as determined by Declarant in Declarant's sole subjective and absolute dissection, to modify, amend, change, or supplement any of the terms, covenants, reservations easements, notes, or other provisions contained in any one or more of this Declaration, the Master Plat, or the Association Documents in accordance with the rights granted to, or reserved by, Declarant in this Declaration or any of the Association Documents, including, but not limited to, Section 12.9 of this Declaration.

- (a) By acceptance of a deed to all or any portion of the Property or Project, including, but not limited to, any Lot or all or any portion of the Association Property, or by acceptance of any other legal or equitable interest in all or any portion of the Property or Project, including, but not limited to, any Lot or Association Property, or upon agreeing to become a Director, the Association and the Board and each and every Director, Association Member, Owner, Mortgagee, or other such party shall, and does hereby, automatically and irrevocably name, constitute, appoint and confirm the Declarant, its successors, transferees and assigns, as his, her, or its attorney-in-fact for the purpose of executing any and all such agreements, documents, amendments, supplements, or other instruments necessary to effect the rights granted to, or reserved by, Declarant in this Declaration or any of the Association Documents, including, but not limited to, Section 12.9 of this Declaration.
- (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 such affected Owner and all Mortgagees of any Mortgage encumbering the Lots owned by such affected Owner. 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 the holder of such Mortgage.
- (c) The aforesaid power of attorney (i) is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof, (ii) shall run with, and burden, title to the Property and Project, including, but not limited to, title to each Lot and all and every portion of the Association Property, (iii) shall be binding upon the heirs, personal representatives, successors, transferees and assigns of the Association, each and every Association Member, the Board, each and every Director, each and every Mortgagee, each and every Owner, each and every contract purchaser, each and every lien holder, and each and every party claiming a legal or equitable interest in all or any portion of the Property or Project, including, without limitations, any Lot or the Association Property, (iv) shall not be affected by the death or disability of any principal, (v) is intended to deliver all right, title and interest of the principal in and to said power of attorney, and (vi) shall be vested in the Declarant, its

successors, transferees and assigns for the entire Thirty-Year Period. 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, such Owner's Lot for the entire Thirty-Year Period.

(d) To accomplish the foregoing, each Owner covenants and agrees, by acceptance of a deed to such Owner's Lot from the Declarant or a Participating Builder, to execute, acknowledge and deliver an Irrevocable Power of Attorney Coupled with an Interest substantially in the form and content of **Exhibit "B"** 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 o 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. Dispute Resolution Process.

- (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 or any Owner or Owners, such dispute will be resolved through the Common Interest Community Ombudsperson Act (CICOA) as contained in 29 Del. C. Section 2544 (the "CICOA"). The procedures for such dispute resolution are set forth and contained below and in the CICOA. 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 CICOA applicable to such disputes.
- (b) The Association shall follow the following procedure regarding complains from Owners (the "Internal Complaint Procedure"):
- (a) An Owner or other interested person may present a common interest community complaint to the Association (a "<u>CIC Complaint</u>"). The Association may present a CIC Complaint to an Owner or other interested person. Whoever presents a CIC Complaint is the "Complainant." Whoever the CIC Complaint seeks a response from is the "<u>Respondent</u>." An Owner shall not be charged a fee to participate in the Internal Complaint Procedure, unless the Association determines the process is being abused.
- (b) The CIC Complaint must be on the CIC Complaint Form attached to this Declaration as **Exhibit "D,"** or be substantially similar to the CIC Complaint Form. The Association will provide a copy of the form to the Owner upon request, or otherwise make the form generally available.
- (c) The Complainant must deliver the completed CIC Complaint, including all required supporting information to the Respondent: in person; or, by mail or delivery service. The Association's representative shall mark on the CIC Form the date the CIC

Complaint is received, and shall mark the date of receipt on copies of the CIC Form if requested by the Owner. For the purposes of the Internal Complaint Procedure a party makes "delivery" in one of the following ways:

(1) hand delivery by or to an Owner to the current address, in person, or by services such as FedEx, UPS or other delivery service that creates a record of delivery; or

(2) registered or certified mail, return receipt requested; or USPS "delivery confirmation," at the address provided by the Association or the Owner.

If an Owner delivers a CIC Complaint to the Association, the Association must participate in this internal dispute resolution procedure.

- (d) The Association must deliver written acknowledgment of receipt of an Owner's CIC Complaint to the Owner within fourteen (14) days of receipt by any of the means described in Section 12.5(c).
- (e) Any specific documentation required in support of the CIC Complaint must be delivered with the CIC Complaint, and must be described in the CIC Complaint. This documentation may include:
 - (1) the Declaration;
 - (2) the Bylaws;
 - (3) any Rules of the Association;
 - (4) any other governing document of the Association;

and, if needed for the issue in dispute:

- (5) notice letters, correspondence;
- (6) bills;
- (7) checks;
- (8) photographs; and
- (9) any other document or evidence that supports the CIC Complaint, or is relevant to the matter complained about.

The Association will make and provide a copy of the governing documents to the Owner upon request, including the Certificate of Incorporation, Declarations, Bylaws, Rules, covenants or any other documents creating or governing the Association and other pertinent books and records of the Association. If the Complainant or Respondent relies upon any law or regulation

applicable to the CIC Complaint, they should provide that information, and describe the desired action or resolution in the CIC Complaint.

- (f) A party to a dispute may request the other party, in writing, to meet and confer in an effort to resolve the dispute. The Board shall promptly designate a Director to meet and confer. The parties shall meet promptly at a mutually convenient time and place, informally explain their positions to each other; and confer in good faith in an effort to resolve the dispute. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association. The agreement binds the parties and is judicially enforceable if it is signed by the parties; is not in conflict with law or the governing documents of the Association; and is either consistent with the authority granted by the Board to its designee or the agreement is ratified by the Board.
- (g) If the dispute is not resolved through "meet and confer" in Section 12.5(f) above or requires additional information, the Respondent, if it is the Association, shall review the CIC Complaint at the next Association meeting, and within ten (10) days after, make a reasonable, efficient, and timely request for any additional information that is necessary for the Owner to provide in order to continue processing the CIC Complaint. An Owner who is a Respondent may request additional information within twenty (20) days of receipt of the Complaint.
- (h) The Respondent will provide the requested information, if any, within ten (10) days of the request, unless there are unforeseen circumstances. If there are unforeseen circumstances the Respondent must notify the Complainant when the information will be provided.
- (i) The Respondent must respond to and act upon the CIC Complaint within twenty (20) days after the Complainant provides the information requested, or the time expires.
- (j) The Association must notify the Owner a reasonable time before, of the date, time, and location at which the Association will consider the CIC Complaint. For purposes of this paragraph, "reasonable time" means the time established by the Association's internal complaint procedure, but not less than seven (7) days prior to the date for consideration of the CIC Complaint or at a convenient time for both the Association and the Owner. The Association will deliver notice of the date, time, and location for consideration of the CIC Complaint to the Owner by the means described in Section 12.5(c).
- (k) The Association must permit the Owner a full opportunity to explain the Owner's position and evidence, and to question witnesses, Association members, employees or representatives. The Association may ask the Owner questions, and question others.
- (l) Each party must treat the other with dignity, respect and civility. Neither party need tolerate rudeness, name calling, or disrespect. Either party may call a ten (10) minute recess in the meeting for this reason.

- (m) No later than fourteen (14) business days after consideration of the CIC Complaint, the Association shall make its final determination of the CIC Complaint in writing. The Association shall deliver written notice of the final determination to the Owner.
- (n) The notice of final determination shall be dated with the date of issuance and include:
- (1) the written final determination with an explanation of the decision;
- (2) specific quotation of the Associations declaration, bylaws, rules or other governing documents, or
- (3) a reference to an applicable law or, regulation or rule that led to the final determination of the Association;
- (4) any supporting documents, correspondence, and other materials related to the final decision;

that led to the final determination, as well as:

- (5) the registration number for the Association, if any; and
- (6) the name and license number of the community manager, if
- (o) The notice of final determination, if adverse to the Owner, shall inform the Owner of the right to submit the Association's final determination to the Delaware Department of Justice's Office of the Ombudsperson for the Common Interest Community in substantially the following form:

You have the right to file a notice of final adverse determination with the Common Interest Community Ombudsperson in accordance with 29 *Del. C.* §2544 (9), (10).

The notice to the Ombudsperson:

- must be filed within (30) days of the date of the final adverse decision;
- must be in writing on a "Contact/Complaint" form provided by the Office of the Common Interest Community Ombudsperson ("Ombudsperson") (available at the website of the Ombudsperson or by calling the number below);

any.

- must include copies of any Required Information listed in the Contact/Complaint form and supporting documents, correspondence and other materials related to the decision; and
- must be accompanied by a thirty-five dollar (\$35) filing fee (unless waived by the Ombudsperson for good cause).

You may contact the Office of the Ombudsperson at any of the following:

Delaware Department of Justice
Office of the Common Interest Community Ombudsperson
820 N. French Street
Wilmington, DE 19801
Telephone: (302) 577-8400

eMail:

Common.Interest.Community.Ombudsperson@state.de.us

- 12.16. <u>No Dedication to Public Use</u>. 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. <u>Declarant Reserved Rights</u>. 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. <u>Perpetuities</u>. 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 Barack Obama, former President of the United States of America.
- 12.19 <u>Captions and Gender</u>. 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."

12.20 <u>Conflicts</u>. This Declaration and the Bylaws of the Association are promulgated under the provisions of 25 Del. C. Chapter 81; and in the event of any conflicts between said documents and the provisions of 25 Del. C. Chapter 81, the provisions of 25 Del. C. Chapter 81 shall be controlling; however, to the extent possible, these documents should be interpreted to conform with said statutory provisions. Also, in the event of any conflict between the terms of this Declaration and any of the Association Documents, the terms of this Declaration shall govern and control.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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:	MKR LAND INVESTMENT, LLC		
	By:(SEAL) Name Printed: [] Title: []		
STATE OF)		
) to wit:		
CITY/COUNTY OF	_)		
subscriber, a Notary Public of the Star acknowledged himself/herself to be the Delaware limited liability company, an INVESTMENT, LLC, being authorized	day of, [], before me, the te of [], personally appeared [], who [] of MKR LAND INVESTMENT, LLC, a d that he/she, as the [] of MKR LAND to do so, executed the Declaration for the purposes he name of MKR LAND INVESTMENT, LLC by		
IN WITNESS WHEREOF, I set my hand a	nd official seal.		
[NOTARY SEAL]	Notary Public		
	Printed Name of Notary Public My Commission Expires:		

JOINDER AND CONSENT OF CONTRACT PURCHASER/OWNER

Purchaser or Owner of a portion of the property consents to the execution and recordation of the I of Contract Purchaser/Owner is attached, and conditions and restrictions contained in the Declar portion of the property under contract by or or described in the Declaration.	Declaration, to which this Joinder and Consent agrees that the terms, provisions, covenants, tration shall run with and bind the title of that
Nothing in the foregoing provisions of this any way to create between the entities named i relationship of partnership or joint venture, or liability, duty or obligation whatsoever.	
The Contract Purchaser/Owner agrees to e as may be requested by the parties to the Declaration	execute any further assurances of the foregoing on.
WITNESS:	CONTRACT PURCHASER/OWNER: []
	By:(SEAL) Name Printed: Title:
STATE OF	vit:
I HEREBY CERTIFY that on thesubscriber, a Notary Public of the State of aforesai, who acknowledged himself/herself to be t, and that he/she, as the of executed the Declaration for the purposes containe by himself/herself as	the of, a, a, a, a, being authorized to do so, and in that instrument, by signing the name of
IN WITNESS WHEREOF, I set my hand and office	cial seal.
[NOTARY SEAL]	Notary Public
	Printed Name of Notary Public My Commission Expires:

EXHIBIT "A"

SCENIC MANOR LEGAL DESCRIPTION

EXHIBIT "B"

Sample Form of

IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST

Tax Parcel No
Prepared By and Return to:
IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST SCENIC MANOR
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
, Sussex County, Delaware, and known as Lot (the "Lot") on the Final
Record Plats for Scenic Manor, prepared by Morris & Ritchie Associates, Inc., dated [], last revised [], said Plat being recorded in the Office of the Recorder of Deeds in and for
Sussex County, Delaware (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 Plat"), hereby make(s), constitute(s), and appoint(s)
, 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, make, execute, acknowledge, deliver and record all or any of the following acts, deeds, documents, undertakings, or things, that is to say (each a "Permitted Activity" and
collectively the "Permitted Activities"):
(1) to modify, amend, change, or supplement any of the terms, covenants,
reservations easements, notes, or other provisions contained in any one or more of the Master
Declaration of Covenants, Conditions, Easements and Restrictions For Scenic Manor dated
, [], and of record in the Recorder's Office at Book, Page
(the "Declaration"), the Master Plat, or the Association Documents, for any reason or no reason
whatsoever, as such Attorney may deem necessary or desirable, in such Attorney's sole
subjective and absolute discretion;
(2) to modify, amend, change, or supplement any of the terms, covenants,
reservations easements, notes, or other provisions contained in any one or more of the
Declaration the Master Plat or the Association Documents if such modification amendment

change, or supplement is: (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 any Owner or any Mortgagee of all or any portion of the Property or Project; 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, Government National Mortgage Association 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, technical deficiencies, or imperfections, including, but not limited to, typographical or clerical errors; or (f) required to clarify ambiguities; or (g) required by any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Association or the Board or all or any portion of the Property or the Project, including, but not limited to, the Association Property or any Lot; or (h) required by any public or private utility company designated by the Declarant; or (i) required by any institutional lender or title insurance company designated by the Declarant; or (i) required to comply with the federal Fair Housing Act or any other applicable Laws;

- to do, make, file, execute, acknowledge, deliver, and record any and all (3) manner and description of instruments, agreements, plans, applications, authorizations, documents, deeds, easements, restrictions, causes of action, appeals, modifications, and amendments (collectively, the "Documents") deemed necessary by such Attorney, in such Attorney's sole subjective and absolute discretion, 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 all or any portion of the Property or the Project, including, but not limited to, the Declaration and the Association Documents, 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 such Attorney's sole subjective and absolute discretion, deems necessary or advisable, under Section 12.9 or Section 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");
- (4) 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 my/our Attorney, in such Attorney's sole subjective and absolute discretion, deems necessary or advisable with respect to any one or more of 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; and

(5) to cause each or all of the Declaration, the Master Plat, the Association Documents, or the Documents to be modified, amended, changed, or supplemented, in whole or in part, 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, with respect to any one or more of the Permitted Activities.

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 such Attorney's sole subjective and absolute discretion, for the purposes provided above and in Section 12.9 or Section 12.13 of Article XII of the Declaration.

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 and all or any portion of the Project or the 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 the period that commences on the date of recordation of the Declaration and ends on the date which is thirty (30) years thereafter (the "Thirty-Year Period").

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.

Any capitalized term not otherwise defined herein shall have the meaning given in the Declaration.

IN TESTIMONY	WHEREOF, I/We has	nave hereunto	set my/our	hand(s) an	d seal(s)	this
day of	, 20					

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

		(SEAL)
WITNESS	Print Name:	
		(SEAL)
WITNESS	Print Name:	
STATE OF)	
) to wit	
	_COUNTY)	
20, personally came aforesaid Coupled With An InterIrrevocable Power of At deed.	EMEMBERED, that on this day before me the Subscriber, a Notary Pu, parties to this foregoing rest, known to me personally to be torney Coupled With An Interest to be noted my Hand and Seal of Office, the day	Intervocable Power of Attorney such, and acknowledged said his/her/their voluntary act and
	NOTARY PU	JBLIC
	Print Name	
	My Commiss	sion Expires:

EXHIBIT "C" EASEMENT AGREEMENTS

EXHIBIT "D"

с/о	Property Ma	nor Homeowners nagement, (302)		¢,	
COM	MON INTEREST	COMMUNITY	(CIC) COMPL	AINT FORM	
Scenic Manor Hor for use by persons action, inaction, or	meowners Associate who wish to file decision by the g	ntion, Inc. (Associ written CIC Com coverning board, n	ation) has estable plaints with the nanaging agent of	of Directors (Board) of the ished this complaint for Association regarding the Association inconsisted Association, or applicable applicable of the inconsisted association, or applicable of the inconsisted association.	n he en
or resolution of t circumstances at is laws and regulation	he issues describ ssue and quote the ns that you rely u ch additional page	ed in the complete specific provision in support of the total control of the total control of the complete specific provides to this CIC C	aint. Please states one of the govern f your CIC Common tomplaint Form.	rell as the requested activate the specific facts a ning documents, Delawarplaint. If you need more Also, please attach a ne Complaint.	nc ire
Please sign, date, a	•		low and submit t	his completed form to t	he
	address fisied abov	vc.			
Printed Name:					
Signature		Date:			
Your Mailing Add Lot/Unit Address: Your Contact Prefo Your Email Addre Your Phone Numb □ Other:	erence: Phone ss:	□Email			

NOTICE:

If the Association issues a final decision adverse to your CIC Complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Ombudsperson in accordance with 29 *Del. C.* §2544 (9), (10). The notice must be filed within 30 days of the date of the final adverse decision, must be in writing on the "Contact/Complaint" form provided by the Office of the Common Interest Community Ombudsperson ("Ombudsperson"); must include copies of any "Required Information" and supporting documents, correspondence and other material related to the decision, and must be accompanied by a \$35 filing fee, unless waived for good cause by the Ombudsperson. The Ombudsperson may be contracted at:

Delaware Department of Justice Office of the Common Interest Community Ombudsperson 820 N. French Street Wilmington, DE 19801 Tel: (302) 577-8600

Email: Common.Interest.Community.Ombudsperson@state.de.us

delivered to the Association at the address provided by the association on [Date] at o'clock am./pm., by the following means of
delivery:
[Check one:]
I personally delivered the papers to the current address of the Association. FedEx, to the current address provided by the Association. UPS, to the current address provided by the Association. other delivery service that creates a record of delivery [specify] to the current
address provided by the Association. registered mail, return receipt requested, to the current address provided by the Association.
certified mail, return receipt requested, to the current address provided by the Association. USPS "delivery confirmation," to the current address provided by the Association. [if consistent with established procedure of the Association,] by electronic means, to [email address] .
I further certify that I have made and kept a record of delivery.
Your Name [printed or typed]:
Signature:
Date:

SCHEDULE "1" LIST OF TAX PARCEL NUMBERS



STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

800 BAY ROAD
P.O. BOX 778
DOVER, DELAWARE 19903

NICOLE MAJESKI SECRETARY

June 14, 2022

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

SUBJECT: Letter of No Objection to Recordation

Scenic Manor

Tax Parcel # 334-18.00-43.00 Mulberry Knoll Road (SCR 284) Lewes & Rehoboth Hundred, Sussex County

Dear Mr. Whitehouse:

The Department of Transportation has reviewed the Site Plan, dated May 20, 2021 (last revised June 2, 2022), for the above referenced site, and has no objection to its recordation as shown on the enclosed drawings. This "No Objection to Recordation" approval shall be valid for a period of **five (5) years**. If the Site Plan is not recorded 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.

This letter does not authorize the commencement of entrance construction. Entrance plans shall be developed in accordance with DelDOT's <u>Development Coordination Manual</u> and submitted to the Development Coordination Section for review and approval.

This "No Objection to Recordation" letter is <u>not</u> 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



Scenic Manor Mr. Jamie Whitehouse Page 2 June 14, 2022

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.

If I can be of any further assistance, please call me at (302) 760-2266.

Very truly yours,

R. Stephen McCabe Sussex County Review Coordinator Development Coordination

Richard S. H.

John Richardson, SBR, LLC cc: Phillip Tolliver, Morris & Ritchie Assoc., Inc. Sussex County Planning & Zoning Jessica L. Watson, Sussex Conservation District Matt Schlitter, South District Public Works Engineer James Argo, South District Project Reviewer Richard Larkin, South District Subdivision Manager Jennifer Pinkerton, Chief Materials & Research Engineer Linda Osiecki, Pedestrian Coordinator John Fiori, Bicycle Coordinator Mark Galipo, Traffic Development Coordination Engineer Tim Phillips, Maintenance Support Manager Dan Thompson, Safety Officer North District Jared Kauffman, DTC Planner James Kelley, JMT Wendy L. Polasko, P.E., Subdivision Engineer Brian Yates, Sussex County Reviewer



OFFICE OF THE STATE FIRE MARSHAL Technical Services

22705 Park Avenue Georgetown, DE 19947



SFMO PERMIT - SHALL BE POSTED ON JOBSITE UNTIL FINAL INSPECTION

Plan Review Number: 2022-04-210538-MJS-03

Madage Assessed as Outsurfit and

Status: Approved as Submitted

Tax Parcel Number: 334-18.00-43.00

Date: 07/28/2022

Project

Scenic Manor

Thomas Best and Sons Inc Property

20535 Mulberry Knoll Road Lewes DE 19958

Scope of Project

Number of Stories: Square Footage: Construction Class:

Fire District: 86 - Rehoboth Beach Vol Fire Co

Occupant Load Inside: Occupancy Code: 9601

Applicant

Cory Tieste 18 Boulden Cir. Suite 36 New Castle, DE 19720

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:

John Colpo

Fire Protection Specialist

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2022-04-210538-MJS-03

Tax Parcel Number: 334-18.00-43.00

Status: Approved as Submitted

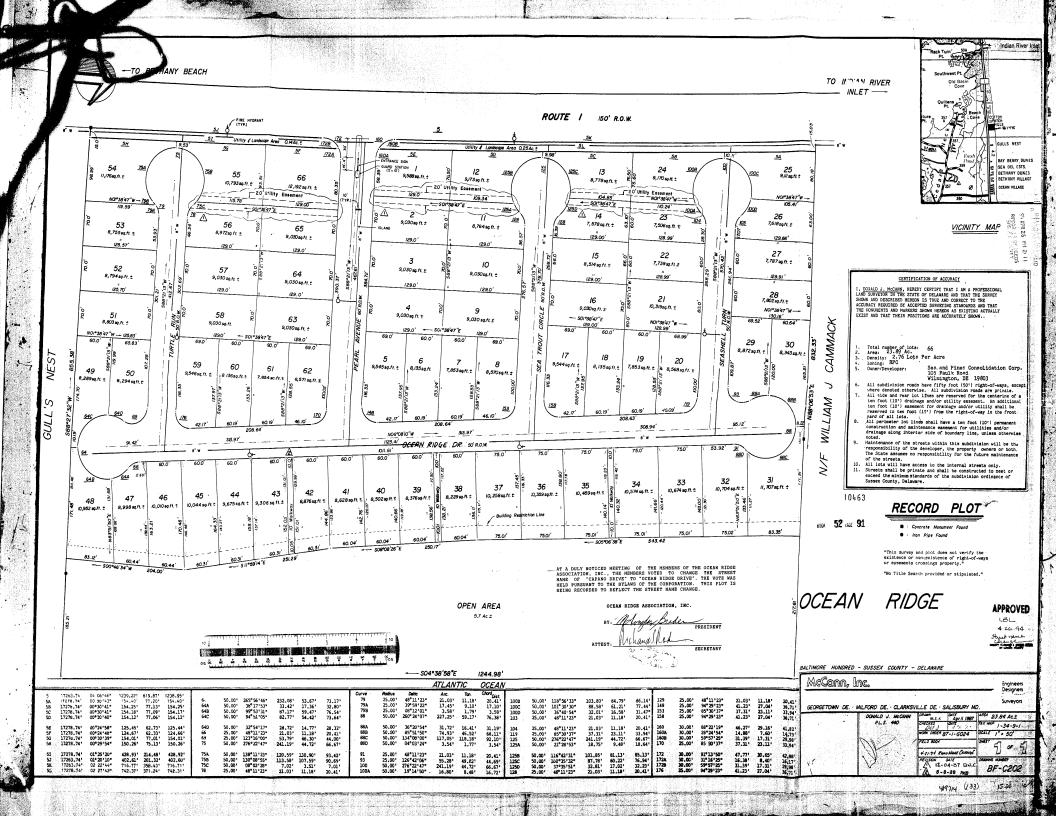
Date: 07/28/2022

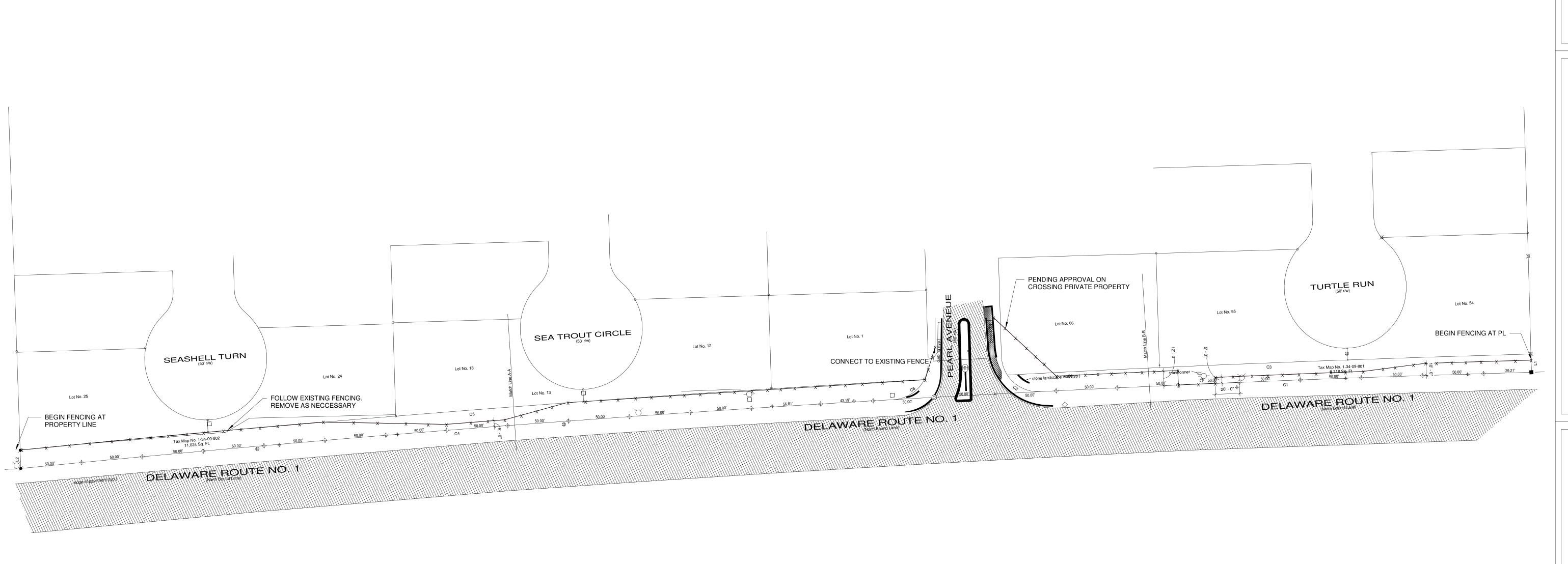
PROJECT COMMENTS

- 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.
- 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.
- 1130 A Provide a water flow test on the subdivision hydrant(s) once they have been installed, and before they are placed into service (DSFPR Reg 701, Chap 4 and Reg 703, Chapter 3). Results are to be forwarded to this Agency for review.
- 1132 A Fire hydrants shall be color coded in accordance with the DSFPR, Reg 703, Chap 3. 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 Reg 703, Chap 1
- 1233 A The fire department that responds to this location is using 5" storz fittings on the steamer.
- 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). For fire hydrants located on other than a fire lane the steamer shall be no more than 12 ft from the side of the road. (NFPA 1)



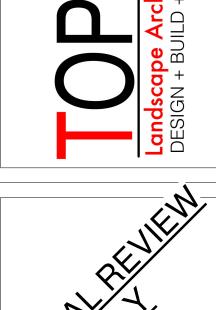
- 1432 A The steamer connection of all fire hydrants shall be so positioned so as to be facing the street or fire lane. (DSFPR Regulation 705, Chapter 5, Section 10). The center of all hose outlet(s) on fire hydrants shall be not less than 18 inches above finalgrade (NFPA 24)
- 1501 A If there are any 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 orrevisions to the plans occur, plans are required to be submitted, reviewed, and approved.





LANDSCAPE PLAN - OVERALL SITE
PLAN
1" = 40'-0"

OCEAN RIDGE COMMUNITY
SUSSEX COUNTY, DELAWARE





DSN	DR	CHKD
Т	Т	
SCALE	1"	= 40'-0"
JOB		T-2204
ISSUE DATE:		2/10/22
	T SCALE JOB ISSUE	T T SCALE 1" JOB ISSUE

<u>L-101</u>

ORDINANCE NO. 412

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A MR MEDIUM DENSITY RESIDENTIAL DISTRICT TO A RPC RESIDENTIAL PLANNED COMMUNITY DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 23.81 ACRES MORE OR LESS

WHEREAS, on the 22nd day of December, 1986, a zoning application, denominated C/Z #817, was filed on behalf of C & C Engineering, Inc.; and

WHEREAS, on the 9th day of April , 1987 a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and said Planning and Zoning Commission recommended that C/Z #817 be approved; and

WHEREAS, on the 28th day of April, 1987 a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County,

NOW, THEREFORE,

THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Ordinance No. 97, Article 3, Section 3, be amended by deleting from the Comprehensive Zoning Map of Sussex County, the zoning classification of [MR Medium Density Residential District] and adding in lieu thereof the designation of RPC Residential Planned Community District as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Baltimore Hundred, Sussex County, Delaware and lying east of U. S. Route One and lying miles north of Route 360 and being more particularly described as follows:

BEGINNING at a point on the easterly right of way of U. S. Route One, a corner for these subject lands and the northerly

property line of Gull's Nest Subdivision; thence northerly along the easterly right of way of U. S. Route One, 1,238.95 feet along the chord of radius of 17,263.74 feet to a point, a corner for lands now or formerly of William J. Cammack; thence north 88° 14' 54" east 832.43 feet along lands now or formerly of William J. Cammack to a point at the Atlantic Ocean; thence south 04° 38' 59" east 1,243.04 feet along the Atlantic Ocean to a point at the northerly property line of Gull's Nest Subdivision; thence south 88° 27' 32" west 855.38 feet along the northerly property line of Gull's Nest Subdivision to the point and place of beginning and containing 23.81 acres more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 412 PASSED BY THE COUNTY COUNCIL OF SUSSEX COUNTY ON THE 28TH DAY OF APRIL, 1987.

DORIS E. ROGERS

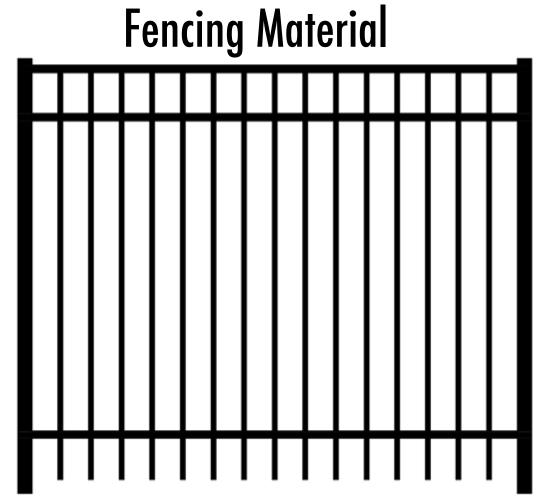
CLERK OF THE COUNTY COUNCIL

Findings of Fact supporting the Adoption of this Ordinance appear as an Exhibit in the record.

PROJECT OVERVIEW

Existing conditions have allowed non-residence the ability to access community and beach via open space located along Rt 1 highway. These improvements intend to obstruct access to non-residence, and enhance the appearance of community common space along Rt. 1. In addition to the proposed 60" fencing, plant material has been selected based on its aesthetic value, durability to survive coastal environment without irrigation, and ease of maintenance.

The location of the fencing is based on field verification of existing tree material, and other obstructions prohibiting the direct parallel orientation to street. All efforts have been made to reduce the amount of plant removal and disturbance necessary for installation. This board illustrates (2) 30' buffer patterns and their approximate locations along the fence path. Pine straw mulch would be used within these planting beds to naturally extend the existing ground-cover under trees.



Black Powder Coated Aluminum (60" Height)

Lot No. 25

BEGIN FENCING AT PROPERTY LINE

SEASHELL TURN

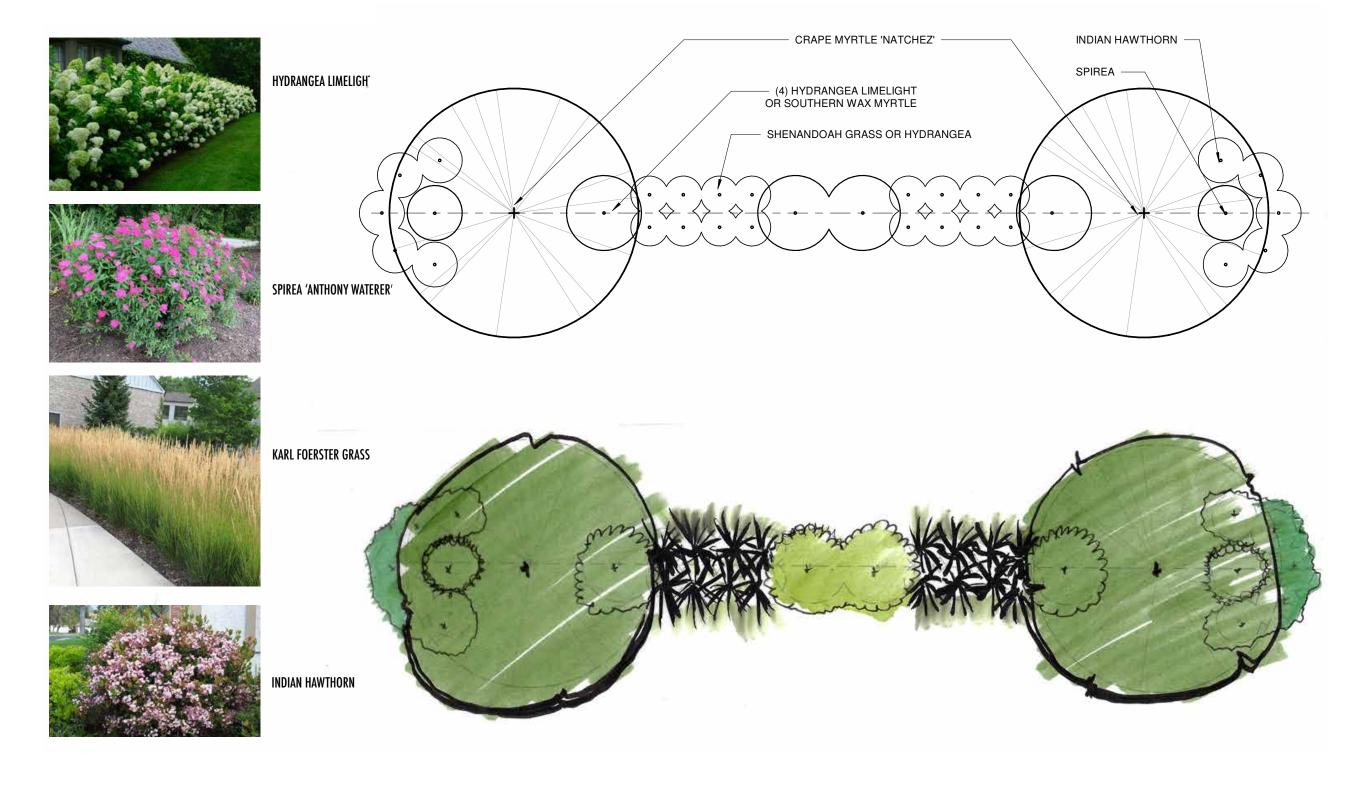
FOLLOW EXISTING FENCING.



Plant Screening A



Plant Screening B



Lot No. 13

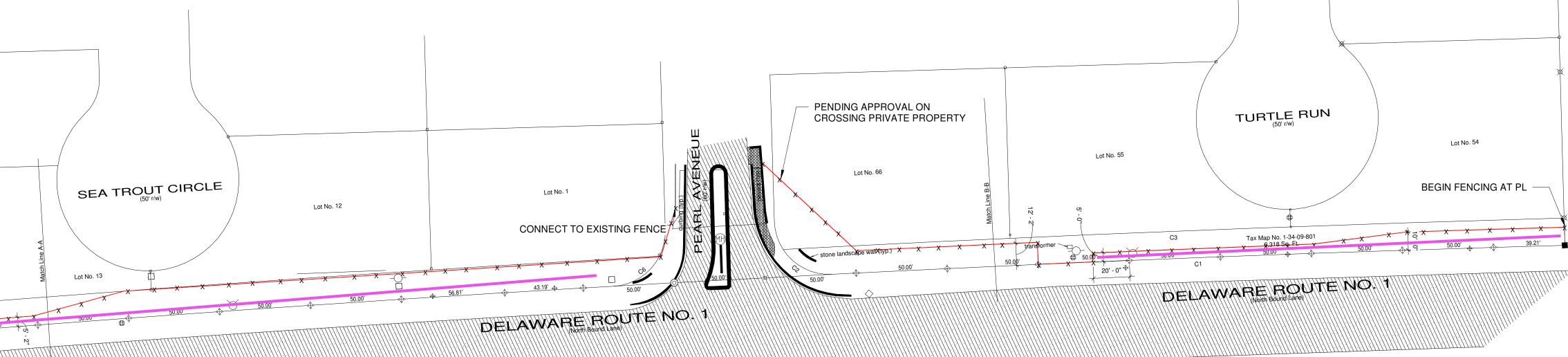
DIMARY FOUNDAM GRASS

IS SHASTA DAWY

SHASTA DAWY

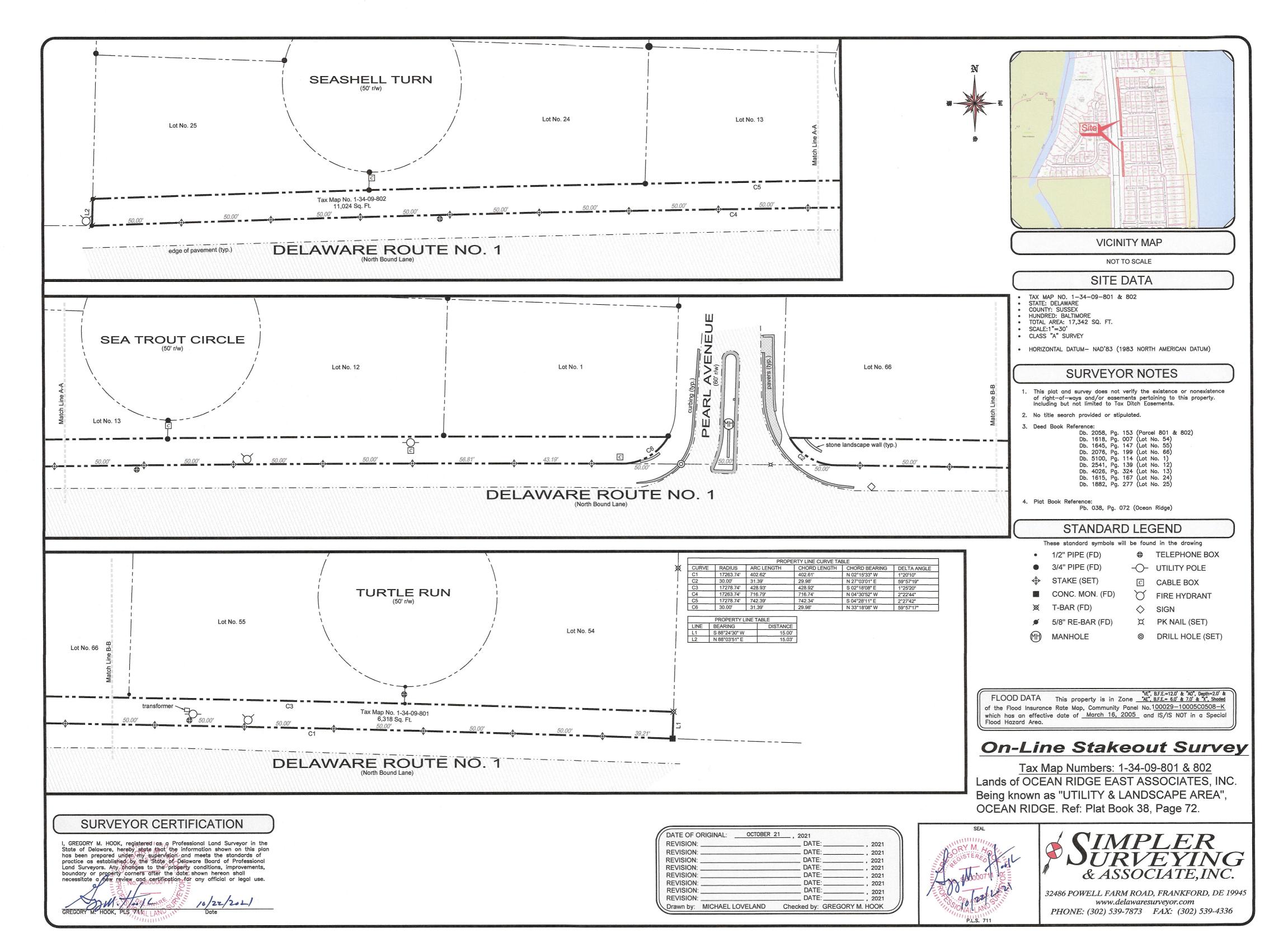
CHAPF MINTLE

SOUTHERN WAX MINTLE HEDGE



**Areas indicated where planting buffer management recommended along fence line =





PM PEAK: T=0.12(X)+27.82 = 29 TRIPS (WEEKDAY) [27% / 73%] (8 / 21)

AM PEAK: T=0.12(X)+25.32 = 27 TRIPS (WEEKDAY) [77% / 23%] (20 / 7)

PM PEAK: T=0.12(X)+27.82 = 29 TRIPS (WEEKDAY) [27% / 73%] (8 / 21)

100% FROM THE SOUTH = 185 TRIPS, PEAK AM (42) ENTER & PEAK PM ENTER (32)

100% TO THE NORTH = 186 TRIPS, PEAK AM [13] EXIT & PEAK PM EXIT [50]

DIRECTIONAL DISTRIBUTION / ENTRANCE UTILIZATION:

TOTAL SITE TRAFFIC = 371 TRIPS (NEW ADT= 66 TRIPS)

TOTAL EXISTING TRIPS = 305 TRIPS

13.0 KSF - T=1.58(X)+45.54 = 66 TRIPS

SITE TRUCK TRAFFIC = 37 TRIPS (10%)

PEAK HOUR OF ADJACENT STREET TRAFFIC:

PROPOSED LAND USE:

WAREHOUSING (ITE 150)

13,000 SF - PR. WAREHOUSE

185 (42) (32)

RT. 1 - COASTAL HWY.

TRAFFIC GENERATION DIAGRAM

ADT PEAK HOUR (ENTERING), ADT PEAK HOUR [EXITING]

² DIRECTIONAL DISTRIBUTION PROVIDED BY ITE MANUAL

¹ DIRECTIONAL DISTRIBUTION PROVIDED BY DELDOT

DESIGN VEHICLE - SU-40

PROPOSED STORAGE FACILITY AT THE SURFING CRAB

TM: 334-1.00-11.00

PRELIMINARY SITE PLAN

16723 COASTAL HIGHWAY LEWES, DE 19958 LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DE

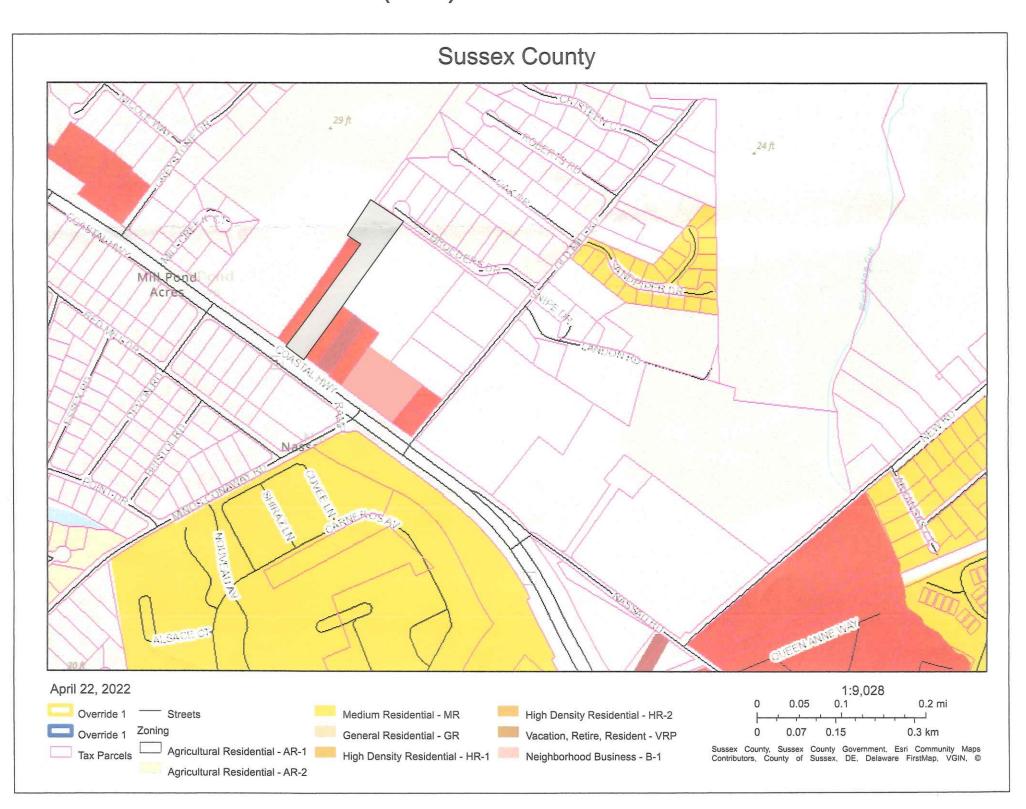
PREPARED FOR:

OWNER/DEVELOPER

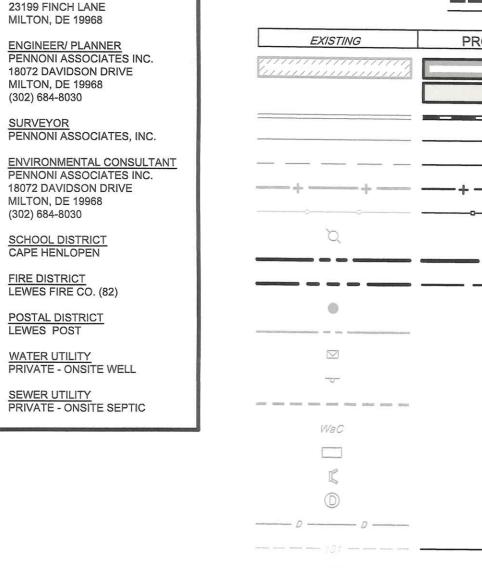
DF VECHERY LLC.

23199 FINCH LANE MILTON, DE 19968

(240) 595-5066



LEGEND



OWNER DF VECHERV LLC.

EXISTING	PROPOSED	DESCRIPTION
		BUILDING
		FULL DEPTH PAVEMENT
		CURB
		EDGE OF PAVEMENT
		EDGE OF GRAVEL
		EASEMENT
		FENCE
Q	Ø	POWER, UTILITY POLE
		PROPERTY, LINE
		LEGAL RIGHT-OF-WAY
0	•	PROPERTY, CORNER FOUND
		PROPERTY, ADJOINING LINED
\square	lacktriangle	SITE, MAIL BOX
-		SITE, TRAFFIC SIGN
		SOIL BOUNDARY
WaC		SOIL LABEL
		STORM SEWER, INLET
K		STORM SEWER, HEADWALL
0	0	STORM SEWER, MANHOLE
0 0		STORM SEWER, UNDERGROUND
	101	MINOR CONTOUR
	100 ———	MAJOR CONTOUR
X 100.5	35.00	SPOT ELEVATION
		BUILDING RESTRICTION LINE
\longrightarrow		SWALE/DITCH
	— w — — w —	WATER, UNDERGROUND
		TREE LINE
		VEGETATION BRUSH LINE
t-		FENCE
		SIDEWALK

	INDEX OF	SHEETS	
SHEET # DRAWING # SHEET TITLE			
1		PRELIMINARY COVER SHEET	
2	PP1001	PRELIMINARY SITE PLAN	

	SOILS	
TYPE	DESCRIPTION	HYDROLOGIC SOIL
FmA	FORT MOTT LOAMY SAND, 0 TO 2 PERCENT SLOPES	А

PREPARED BY: PENNONI ASSOCIATES INC.



18072 Davidson Drive Milton, DE 19968 T 302.684.8030 F 302.684.8054

CALL BEFORE YOU DIG Call Miss Utility of Delmarva 800-282-8555 Ticket Number(s):

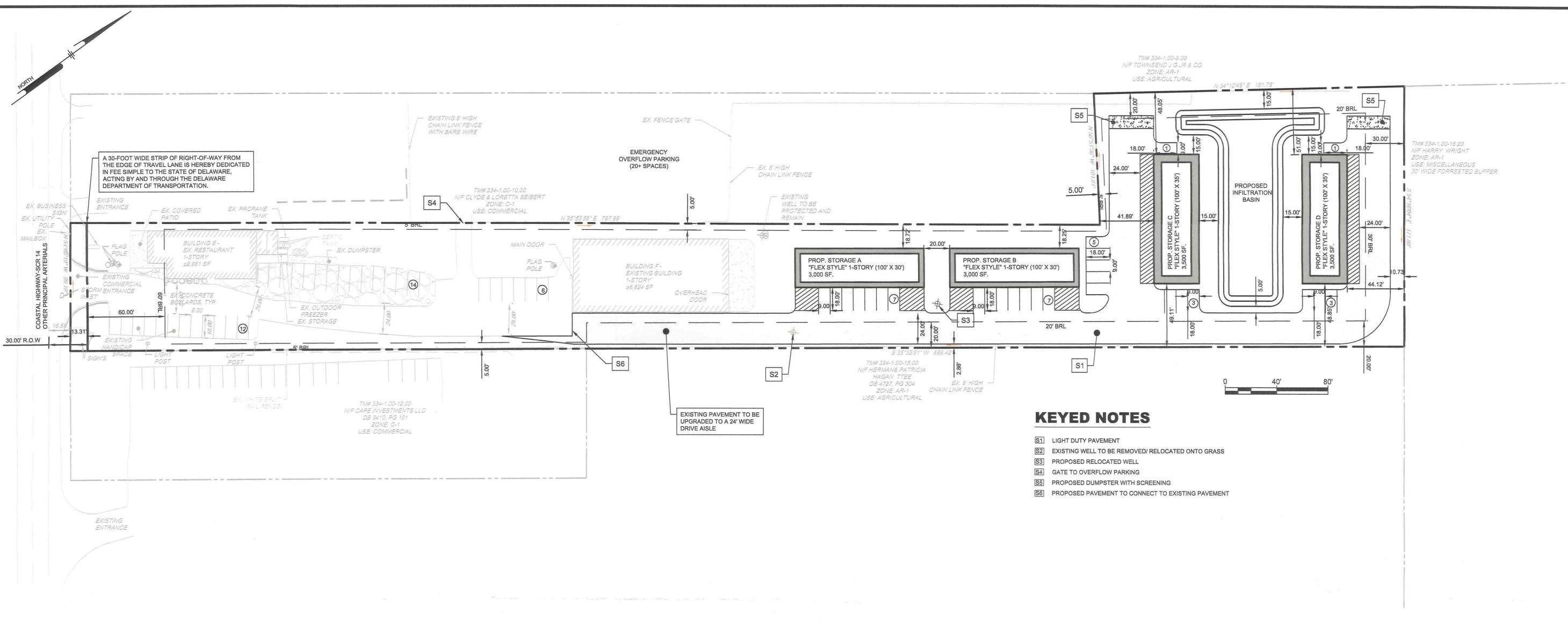
ENGINEER CERTIFICATION: IT IS HEREBY CERTIFIED THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION, AND TO MY BEST KNOWLEDGE COMPLIES WITH APPLICABLE STATE AND LOCAL REGULATIONS AND ORDINANCES. THE DESIGN REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

ALAN DECKTOR, PE (DE PE#17771) PENNONI ASSOCIATES. INC 18072 DAVIDSON DRIVE MILTON, DE 19968 ADECKTOR@PENNONI.COM OFFICE (302) 684-8030 - FAX (302) 684-8054 OWNER'S CERTIFICATION: IT IS HEREBY CERTIFIED THAT I AM THE OWNER/DEVELOPER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN. THE PLAN WAS MADE AT MY DIRECTION, THAT I ACKNOWLEDGE THE SAME TO BE MY ACT. IT IS MY DESIRE TO HAVE THE PLAN RECORDED AS SHOWN AND IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

DF VECHERY LLC. C/O DONALD VECHERY 23199 FINCH LANE MILTON, DE 19968 240-595-5066 DONVECH@AOL.COM ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATE; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM. **DFVEC21001**

AS SHOWN EOC

DRAWING SCALE DRAWN BY



GENERAL NOTES:

- ALL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL CODES. ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE
 CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY OBTAINED BY OWNER. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY THE CONDITIONS
 AND PROGRESS OF THE WORK, ALL NECESSARY SAFEGUARDS FOR SAFETY AND PROTECTION.
 THIS PLAN DOES NOT VERIFY THE EXISTENCE, OR NONEXISTENCE, OF EASEMENT OR RIGHT OF WAYS CROSSING THE SUBJECT PROPERTY.
- 3. THE CONTRACTOR SHALL IMMEDIATELY INFORM THE ENGINEER OF ANY DISCREPANCIES OR ERRORS THEY DISCOVER IN THE PLAN.

 4. FINAL SET OF APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS SHALL BE MAINTAINED ON THE JOB SITE AT ALL TIMES. FAILURE TO COMPLY WITH THIS PROVIDED SHALL BE CONSIDERED CAUSE TO STOP THE WORK.
- PROVISION SHALL BE CONSIDERED CAUSE TO STOP THE WORK.

 5. DEVIATION FROM THESE PLANS AND NOTES WITHOUT THE PRIOR CONSENT OF THE OWNER OR HIS REPRESENTATIVE OR THE ENGINEER MAY BE CAUSE FOR THE WORK TO BE REJECTED.
- 6. ALL MATERIALS SHALL BE NEW AND SHALL BE ASBESTOS AND VERMICULITE FREE. ALL MATERIALS SHALL BE STORED SO AS TO ASSURE THE PRESERVATION OF THEIR QUALITY AND FITNESS FOR THE INTENDED WORK.
- 7. DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK TO BE PERFORMED. IT MUST BE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
- 8. PRIOR TO CONSTRUCTION, CONTRACTOR TO FIELD LOCATE AND RECORD ANY DAMAGE TO EXISTING PAVING, SIDEWALK, CURB OR STRUCTURES NOT TO BE REMOVED OR REPLACED, ENGINEER TO VERIFY LOCATION AND EXTENT OF DAMAGE.
- 9. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF CONTRACT DRAWINGS ON WHICH HE SHALL NOTE, IN RED, THE ALIGNMENTS AND INVERTS OF ALL UNDERGROUND UTILITIES INSTALLED OR ENCOUNTERED DURING THE PROSECUTION OF THE WORK. ALL DISCREPANCIES BETWEEN THE PLAN LOCATIONS AND ELEVATIONS OF BOTH THE EXISTING AND PROPOSED UTILITIES SHALL BE SHOWN ON THE AS-BUILT DRAWINGS TO BE MAINTAINED BY THE CONTRACTOR IN THE FIFLD.
- THE CONTRACTOR SHALL OPEN ONLY THAT SECTION OF TRENCH OR ACCESS PITS WHICH CAN BE BACKFILLED AND STABILIZED AT THE END OF EACH WORKING DAY. STEEL PLATES SHALL BE USED ON ANY TRENCH OR ACCESS PITS WHICH MUST REMAIN OPEN OVERNIGHT. THIS REQUIREMENT DOES NOT APPLY TO AREAS COMPLETELY CLOSED AND SECURE FROM VEHICULAR OR PEDESTRIAN TRAFFIC.
 DAMAGE TO EXISTING PAVING, SIDEWALK, CURB OR STRUCTURES NOT TO BE REPLACED OR REMOVED DURING CONSTRUCTION SHALL BE IMMEDIATELY
- REPORTED TO EXISTING PAVING, SIDEWALK, CURB OR STRUCTURES NOT TO BE REPLACED OR REMOVED DURING CONSTRUCTION SHALL BE IMMEDIATELY REPORTED TO ENGINEER, CONTRACTOR SHALL REPAIR OR REPLACE ALL DAMAGED WORK WITHOUT CHARGE TO THE OWNER.

 12. BASED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 10005C0189K EFFECTIVE DATE MARCH 15, 2015, THE ENTIRE PROPERTY IS LOCATED IN AN AREA DESIGNATED AS A FLOOD ZONE "X" (UNSHADED), WHICH IS AN AREA THAT HAS BEEN DETERMINED TO BE
- OUTSIDE THE 500-YEAR FLOODPLAIN.

 13. SUBJECT PROPERTY IS CURRENTLY 'C-1' (GENERAL COMMERCIAL).
- SUBJECT PROPERTY IS CURRENTLY 'C-1' (GENERAL COMMERCIAL
 THE SUBJECT SITE WILL BE CONSTRUCTED AS A SINGLE PHASE.
- 15. TOTAL AREA FOR SUBJECT SITE IS 2.86 ACRES.
 16. THE BOUNDARY INFORMATION & TOPOGRAPHY SHOWN ON THIS PLAN WAS TAKEN FROM DOCUMENTS OF PUBLIC RECORD AND IS ALSO THE RESULT OF AN
- ACTUAL FIELD SURVEY BY PENNONI ASSOCIATES, INC. DATED MARCH 2022.

 17. ALL PROPOSED LIGHTING WILL BE SUPPLIED BY BUILDING WALL PACKS.
- ALL PROPOSED LIGHTING WILL BE SUPPLIED BY BUILDING WALL PACKS.
 ALL SECURITY LIGHTING (IF NECESSARY) SHALL BE DOWNWARD SCREENED SO THAT IT DOES NOT SHINE ON NEIGHBORING PROPERTIES OR ROADWAYS.
- STATE AND FEDERAL WETLANDS DO NOT EXIST ON THE SITE.
 STORMWATER IS CONVEYED THROUGH PIPE SYSTEM TO PROPOSED INFILTRATION BASIN.
- 21. ALL FIRE LANES, FIRE HYDRANTS, EXITS, STANDPIPE, FIRE DEPARTMENT CONNECTIONS AND SPRINKLER CONNECTIONS SHALL BE MARKED IN ACCORDANCE WITH STATE FIRE PREVENTION REGULATIONS. BUILDING CONSTRUCTION TO BE WOOD, STEEL, AND CONCRETE, AND WILL NOT HAVE SPRINKLERS.
 22. FIRE ALARM REQUIRED THE FIRE ALARM SIGNALING SYSTEM SHALL BE AUTOMATIC, SUPERVISED OFF-SITE, AND SHALL CONSIST OF FULL COVERAGE BY SMOKE DETECTION AND ALARM NOTIFICATION. WHERE SMOKE DETECTION DEVICES WILL NOT FUNCTION BY REASON OF DEVICE LIMITATION, HEAT DETECTION SHALL BE
- PROVIDED IN THOSE SPECIFIC LOCATIONS FIRE ALARM SIGNALING SYSTEM PLANS AND SPECIFICATIONS SHALL BE SUBMITTED FOR REVIEW.

 23. LOCK BOX REQUIRED CONTACT LOCAL FIRE CHIEF FOR ORDERING INFORMATION AND LOCATION OF BOX ON THE BUILDING.

 24. MISS UTILITY SHALL BE NOTIFIED THREE (3) DAYS PRIOR TO EXCAVATION.
- 24. MISS UTILITY SHALL BE NOTIFIED THREE (3) DAYS PRIOR TO EXCAVATION.
 25. ALL DISTURBED AREAS WITHIN THE LIMIT OF DISTURBANCE, BUT NOT IN PAVEMENT, SHALL BE TOP-SOILED (6" MINIMUM), SEEDED AND MULCHED. IF THE ENGINEER DETERMINES THAT A SATISFACTORY STAND OF GRASS DOES NOT EXIST AT THE TIME OF FINAL INSPECTION, ALL COSTS ASSOCIATED WITH
- RE-ESTABLISHING A SATISFACTORY STAND OF GRASS SHALL BE AT THE CONTRACTOR'S EXPENSE.

 26. A 72 HOUR (MINIMUM) NOTICE SHALL BE GIVEN TO THE DISTRICT PERMIT SUPERVISOR PRIOR TO STARTING ROADWAY CONSTRUCTION.

27. THE SUSSEX CONSERVATION DISTRICT RESERVES THE RIGHT TO ADD, DELETE OR MODIFY ANY EROSION AND SEDIMENT CONTROL MEASURES AS THEY DEEM

- NECESSARY.

 28. THE ENTRANCES / EXITS ARE PROPOSED ONLY, AND ARE SUBJECT TO REVIEW AND APPROVAL BY THE DELAWARE DEPARTMENT OF TRANSPORTATION BEFORE A
- CONSTRUCTION PERMIT IS ISSUED.
 29. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING, TWO (2) WEEKS PRIOR TO THE START OF CONSTRUCTION:
- THE OWNER, SUSSEX CONSERVATION DISTRICT, & DELDOT

 30. THE CONTRACTOR SHALL MAINTAIN PUBLIC ROADS AND STREETS IN A BROOM SWEPT CONDITION AT ALL TIMES.
- 30. THE CONTRACTOR SHALL MAINTAIN PUBLIC ROADS AND STREETS IN A BROOM SWEPT CONDITION AT ALL TIMES.

 31. ROUTINE PERIODIC INSPECTIONS DURING CONSTRUCTION WILL BE PROVIDED BY THE OWNER. THESE INSPECTIONS DO NOT RELIEVE THE CONTRACTOR FROM HIS OBLIGATION AND RESPONSIBILITY FOR CONSTRUCTION ALL WORK IN STRICT ACCORDANCE WITH ALL STANDARDS AND SPECIFICATIONS AND CONSTRUCTION
- 32. THE CONTRACTOR SHALL PROVIDE SEDIMENT CONTROL MEASURES TO PROTECT STOCKPILE AREAS AND STORAGE AREAS. ALL AREAS USED BY THE CONTRACTOR FOR STAGING OPERATIONS SHALL BE FULLY RESTORED BY THE CONTRACTOR FOR STAGING OPERATIONS SHALL BE FULLY RESTORED BY THE CONTRACTOR UPON COMPLETION OF THE PROJECT. IF THE STAGING AREA IS PAVED, IT SHALL BE RESTORED TO ITS ORIGINAL CONDITION. IF THE STAGING AREA IS UNPAVED, IT SHALL BE RE-GRADED, TOPSOILED, SEEDED AND MULCHED TO THE SATISFACTION OF THE ENGINEER. ALL COSTS ASSOCIATED WITH RESTORATION OF THE STAGING AREA SHALL BE AT THE CONTRACTOR'S EXPENSE. IF THE ENGINEER DETERMINES THAT A SATISFACTORY STAND OF GRASS DOES NOT EXIST AT THE TIME OF FINAL INSPECTION, ALL COSTS ASSOCIATED WITH RE-ESTABLISHING A SATISFACTORY STAND OF GRASS SHALL BE AT THE CONTRACTOR'S EXPENSE.
- 33. DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING THE EXCAVATION FOR STRUCTURES AND UTILITY LINES ON AND OFF SITE MUST BE REMOVED AND PROPERLY DISCARDED. ANY REMEDIAL ACTION REQUIRED IS THE RESPONSIBILITY OF THE CONTRACTOR.
- 34. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO LOCATE PROPERTY LINES AND RIGHT OF WAY LINES PRIOR TO CONSTRUCTION AND AVOID CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY AND/ OR RIGHTS OF WAYS WHERE SAID CONSTRUCTION IS PROHIBITED. THE CONTRACTOR MAY CONDUCT CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY PROVIDED IF HE HAS OBTAINED PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNER AND HAS SUBMITTED A COPY OF SAID WRITTEN PERMISSION TO THE OWNER.
- 35. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN-MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING AND INFORMATION SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE.

DELDOT RECORD/SITE PLAN NOTES (REVISED 3/21/2019):

- ALL ENTRANCES SHALL CONFORM TO THE DELAWARE DEPARTMENT OF TRANSPORTATION'S (DELDOT'S)
 CURRENT DEVELOPMENT COORDINATION MANUAL AND SHALL BE SUBJECT TO ITS APPROVAL.
- 2. NO LANDSCAPING SHALL BE ALLOWED WITHIN THE RIGHT-OF-WAY UNLESS THE PLANS ARE COMPLIANT WITH SECTION 3.7 OF THE DEVELOPMENT COORDINATION MANUAL.
- 3. 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 OWNER'S LAND, A SIGHT EASEMENT SHOULD BE ESTABLISHED AND RECORDED WITH ALL AFFECTED PROPERTY OWNERS TO MAINTAIN THE REQUIRED SIGHT DISTANCE.
- 4. 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.

 5. PRIVATE STREETS CONSTRUCTED WITHIN THIS SUBDIVISION SHALL BE MAINTAINED BY THE DEVELOPER, THE PROPERTY OWNERS WITHIN THIS SUBDIVISION OR BOTH (TITLE 17 §131). DELDOT ASSUMES NO RESPONSIBILITIES FOR THE FUTURE MAINTENANCE OF THESE STREETS.
- 6. 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.
- 7. ALL LOTS SHALL HAVE ACCESS FROM THE INTERNAL SUBDIVISION STREET.
- 8. DRIVEWAYS WILL NOT BE PERMITTED TO BE PLACED AT CATCH BASIN LOCATIONS.
- 9. TO MINIMIZE RUTTING 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 CLARENCE.
- 10. THE DEVELOPER SHALL BE REQUIRED TO FURNISH AND PLACE RIGHT-OF-WAY MONUMENTS IN ACCORDANCE WITH DELDOT'S DEVELOPMENT COORDINATION MANUAL.
- 11. 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.

FIRE MARSHAL NOTES:

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

BUILDING USE AND CONSTRUCTION				
BUILDING	USE	AREA (SF)		
Α	PR. FLEX STYLE 1-STORY STORAGE BILDING	3000.00		
В	PR. FLEX STYLE 1-STORY STORAGE BILDING	3000.00		
С	PR. FLEX STYLE 1-STORY STORAGE BILDING	3500.00		
D	PR. FLEX STYLE 1-STORY STORAGE BILDING	3500.00		
E	EX. 1-STORY RESTAURANT	3255.00		

6824.00

EX. 1-STORY BUILDING

SITE INFORMATION:

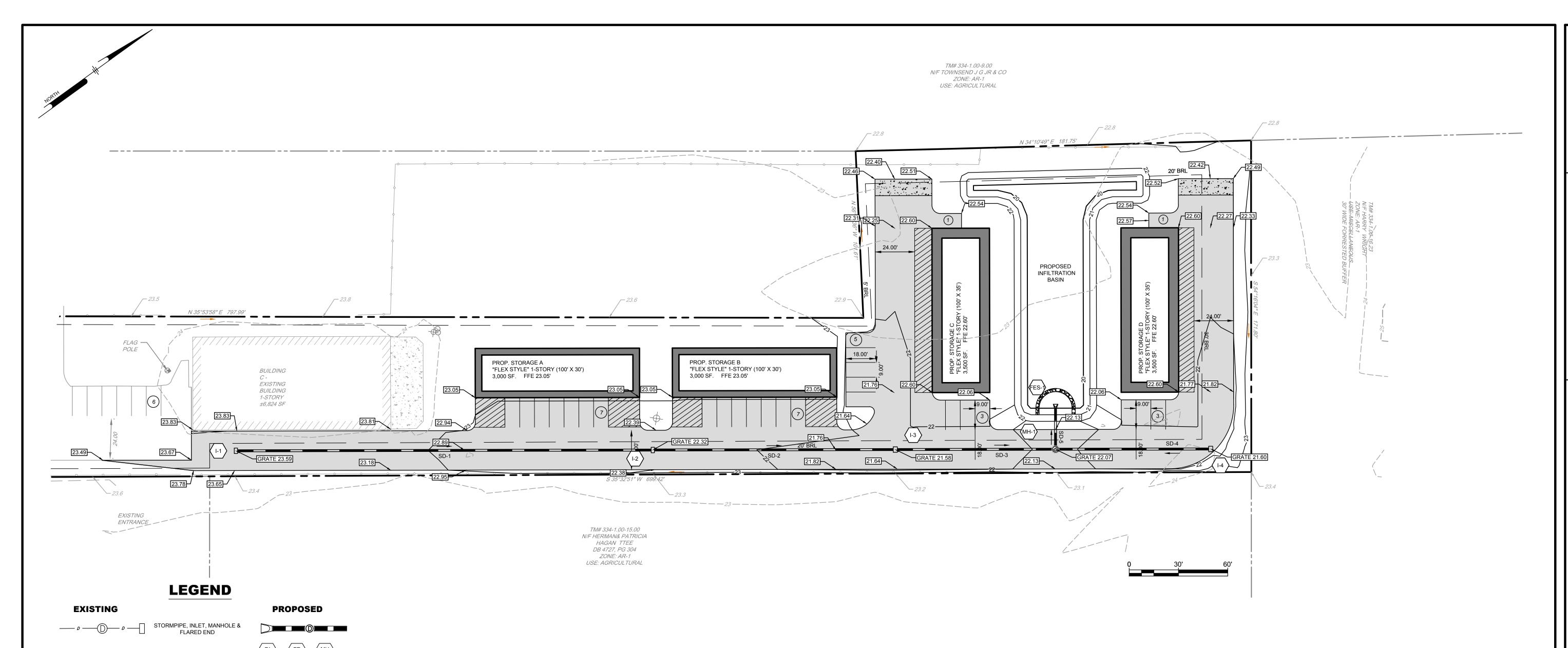
SITE ADDRESS: 16723 COASTAL HIGHWAY LEWES, DE 19958 TAX MAP: 334-1.00-11.00

OWNER:

DF VECHERV LLC.
23199 FINCH LANE
MILTON, DE 19968
(240) 595-5066

PENNONI ASSOCIATES INC. 18072 DAVIDSON DRIVE MILTON, DE 19968





	STORM SEWER PIPE TABLE								
ID	FROM STRUCTURE	INV OUT	TO STRUCTURE	INV IN	DIAMETER (in)	MATERIAL	LENGTH (ft)	SLOPE	
SD-1	I-1	20.63	I-2	19.36	15"	HDPE	254'	0.50%	
SD-2	I-2	19.36	I-3	18.62	15"	HDPE	148'	0.50%	
SD-3	I-3	18.62	MH-1	18.13	15"	HDPE	98'	0.50%	
SD-4	I-4	18.60	MH-1	18.13	15"	HDPE	94'	0.50%	
SD-5	MH-1	18.13	FES-1	18.00	15"	HDPE	25'	0.50%	

SITE INFORMATION:

16723 COASTAL HIGHWAY
LEWES, DE 19958
TAX MAP: 334-1.00-11.00
OWNER:
DF VECHERV LLC.
23199 FINCH LANE
MILTON, DE 19968
(240) 595-5066
ENGINEER:
PENNONI ASSOCIATES INC.
18072 DAVIDSON DRIVE
MILTON, DE 19968

STORM IDENTIFICATION LABELS

CONTOUR

SPOT GRADE

+ 21.00

STORM SEWER STRUCTURE TABLE					
ID	RIM ELEVATION	INV IN (FROM)	INV OUT (TO)	TYPE	TOP UNIT
FES-1	19.44	18.00 (15" HDPE @ 0.50%) MH-1		15 IN CM FES	
I-1	23.01		20.63 (15" HDPE) I-2	34" X 18"	TYPE "A"
I-2	22.40	19.36 (15" HDPE @ 0.50%) I-1	19.36 (15" HDPE) I-3	34" X 18"	TYPE "A"
I-3	22.36	18.62 (15" HDPE @ 0.50%) I-2	18.62 (15" HDPE) MH-1	34" X 24"	TYPE "A"
I-4	22.34		18.60 (15" HDPE) MH-1	34" X 24"	TYPE "A"
MH-1	24.38	18.13 (15" HDPE @ 0.50%) I-3 18.13 (15" HDPE @ 0.50%) I-4	18.13 (15" HDPE) FES-1	48" MH	TYPE "A"

GRADING NOTES:

- 1. BEDDING REQUIREMENTS SPECIFIED HEREIN ARE TO BE CONSIDERED AS MINIMUMS FOR RELATIVELY DRY, STABLE EARTH CONDITIONS. ADDITIONAL BEDDING SHALL BE REQUIRED FOR ROCK TRENCHES AND WET AREAS. CONTRACTOR SHALL HAVE THE RESPONSIBILITY TO PROVIDE SUCH ADDITIONAL BEDDING AS MAY BE REQUIRED TO PROPERLY CONSTRUCT THE WORK.
- 2. COMPACTION OF THE BACKFILL OF ALL TRENCHES SHALL BE COMPACTED TO THE DENSITY OF 95% OF THEORETICAL MAXIMUM DRY DENSITY (ASTM D698). BACKFILL MATERIAL SHALL BE FREE FROM ROOTS, STUMPS, OR OTHER FOREIGN DEBRIS AND SHALL BE PLACED IN LIFTS NOT TO EXCEED 8 INCHES IN COMPACTED FILL THICKNESS. CORRECTION OF ANY TRENCH SETTLEMENT WITHIN A YEAR FROM THE DATE OF APPROVAL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. MATERIAL THAT CANNOT BE COMPACTED AS REQUIRED SHALL BE BROUGHT TO THE ATTENTION OF A GEOTECHNICAL ENGINEER, OVER EXCAVATED, AND THEN REPLACED WITH SUITABLE FILL
- 3. THE CONTRACTOR WILL INSURE THAT POSITIVE AND ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES WITHIN THE PROJECT LIMITS. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, REPLACEMENT OR RECONSTRUCTION OF EXISTING DRAINAGE STRUCTURES THAT HAVE BEEN DAMAGED OR REMOVED OR REGRADING AS REQUIRED BY THE ENGINEER, EXCEPT FOR THOSE DRAINAGE ITEMS SHOWN AT SPECIFIC LOCATIONS AND HAVING SPECIFIC PAY ITEMS IN THE DETAILED ESTIMATE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COSTS INCURRED TO COMPLY WITH THIS REQUIREMENT.
- 4. THE CONTRACTOR SHALL PROVIDE ANY AND ALL EXCAVATION AND MATERIAL SAMPLES NECESSARY TO CONDUCT REQUIRED SOIL TESTS. ALL ARRANGEMENTS AND SCHEDULING FOR THE TESTING SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- 5. SOILS TESTING AND ON-SITE INSPECTION SHALL BE PERFORMED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. THE SOILS ENGINEER SHALL PROVIDE COPIES OF TEST REPORTS TO THE CONTRACTOR, THE OWNER AND THE OWNER'S REPRESENTATIVE AND SHALL PROMPTLY NOTIFY THE OWNER, HIS REPRESENTATIVE AND THE CONTRACTOR, SHOULD WORK PERFORMED BY THE CONTRACTOR FAIL TO MEET BUILDING STANDARDS.
- 6. CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES AROUND THE WORK AREA AND SHALL PROVIDE PROTECTION AGAINST WATER DAMAGE AND SOIL EROSION.
- 7. MAXIMUM SIDEWALK CROSS SLOPE IS 2% AND MINIMUM SIDEWALK CROSS SLOPE IS 1% FOR ADA ACCESSIBLE AREAS. IF ANY SLOPES DIFFER, CONTACT DESIGN ENGINEER TO DETERMINE RESOLUTION.
- 8. VERTICAL ELEVATIONS ARE BASED ON NAVD 88.
- 9. ALL SLOPES MAXIMUM 3:1 UNLESS OTHERWISE NOTED.
- 10. CONTRACTOR IS RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE TOWARDS OUTLET AT ALL TIMES DURING CONSTRUCTION. PONDING OF WATER, EXCLUDING STORMWATER MANAGEMENT PONDS, AND LACK OF POSITIVE DRAINAGE WITHIN THE PROPERTY DURING GRADING, FILLING OR EXCAVATION, NO MATTER OF THE DESIGN OR THE STAKEOUT, IS FORBIDDEN WITHOUT THE PERMISSION OF THE DESIGN ENGINEER OR THEIR AUTHORIZED REPRESENTATIVE. CONTRACTOR IS RESPONSIBLE TO DISCUSS ALL GRADING AND DRAINAGE CONCERNS WITH THE DESIGN ENGINEER, PRIOR AND DURING APPLICATION TO ENSURE THAT POSITIVE DRAINAGE TOWARDS OUTLETS ARE ADDRESSED APPROPRIATELY AND SAFELY. DESIGN ENGINEER WILL BE HELD HARMLESS FROM CONCERNS ARISING FROM THE LACK OF POSITIVE DRAINAGE IF NOT NOTIFIED PRIOR TO ITS APPLICATION
- 11. CONTRACTOR IS RESPONSIBLE FOR REMOVING AND DISPOSING OF EXCESS DIRT FROM THE SITE
- 12. ALL HDPE PIPE SHALL MEET OR EXCEED THAT AASHTO M330 PIPE SPECIFICATIONS



GENERAL NOTES:

- HORIZONTAL AND VERTICAL CONTROL SURVEY BY DAVIS, BOWEN AND FRIEDEL, INC. OF MILFORD DELAWARE. VERTICAL/HORIZONTAL DATUM - N.A.V.D. 88 / NAD 83 RESPECTIVELY.
- 2. EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS, INCLUDING TELEPHONE, ELECTRIC, TRAFFIC, SIGNAL, WATER, SEWER, AND STORM DRAINAGE ARE BASED UPON THE BEST AVAILABLE INFORMATION AND ARE SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. NO GUARANTEE IS MADE OR IMPLIED REGARDING THE ACCURACY OR COMPLETENESS THEREOF. CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF THE LOCATION, DEPTH, SIZE AND MATERIAL OF ALL UNDERGROUND UTILITIES TO HIS OWN SATISFACTION BEFORE BEGINNING ANY EXCAVATION OR PIPE LAYING. THE COUNTY, OWNER AND ENGINEER DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SAID INFORMATION. IF THE CONTRACTOR RELIES ON SAID INFORMATION, HE DOES SO AT HIS OWN RISK. THE GIVING OF THE INFORMATION ON THE PLANS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATIONS TO SUPPORT AND PROTECT ALL SHOWN OR NOT SHOWN EXISTING UTILITIES AND APPURTENANCES. SHOULD ANY EXISTING UTILITIES BE DAMAGED BY THE CONTRACTOR, THEN THE CONTRACTOR SHALL REPAIR THE DAMAGE CAUSED TO THE COUNTY'S SATISFACTION, AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL
- CONTRACTOR SHALL NOTIFY "MISS UTILITY" (1-800-282-8555 IN DE) & (1-800-441-8355 OUTSIDE OF DE) AT LEAST 3 CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION TO HAVE EXISTING UNDERGROUND UTILITIES LOCATED AND MARKED.
- 4. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 5. USE ONLY SUITABLE AND APPROVED GRANULAR MATERIAL FOR BACK FILLING TRENCHES.

MAKE HIS OWN INVESTIGATION AND TEST PIT EXISTING UTILITIES AS REQUIRED.

- 6. CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL RIGHT-OF-WAY LINES AND PROPERTY LINES TO HIS OWN SATISFACTION. ALL PROPOSED UTILITIES ARE TO BE CONSTRUCTED WITHIN THE STREET RIGHT-OF-WAY OR EASEMENT AREAS PROVIDED. ANY DISTURBED AREAS BEYOND THE RIGHT-OF-WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE COST OF ITEMS BID.
- CONTRACTOR SHALL PROVIDE STAKEOUT SURVEY NECESSARY FOR THE PARKING LOT CONSTRUCTION, THE INSTALLATION OF UTILITY WORK AND APPURTENANCES, AND DETERMINATION OF RIGHT-OF-WAY.
- 8. CONTRACTOR SHALL EXERCISE CAUTION AND TAKE MEASURES NECESSARY TO PROTECT TREES DURING CONSTRUCTION ACTIVITIES. DAMAGED TREES TO BE REPLACED, IN KIND, AT THE CONTRACTOR'S EXPENSE.
- 9. ALL ROADWAYS ARE TO BE SWEPT FREE OF SEDIMENT ON A DAILY BASIS.
- 10. THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE WORK AREA, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN—MADE OBSTRUCTIONS. TRAFFIC CONTROL REGULATORY, WARNING, AND INFORMATIONAL SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE. THE COST SHALL BE INCLUDED IN THE COST
- 11. CONTRACTOR SHALL GRADE, TOPSOIL, SEED AND MULCH ALL DISTURBED AREAS OF CONSTRUCTION, INCLUDING PIPE INSTALLATION OR DITCH CONSTRUCTION. EROSION CONTROL MATTING SHALL BE PROVIDED ON ALL SLOPES GREATER THAN
- 12. DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL CONSTRUCTION MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS
- 13. PARKING SPACES RESERVED FOR USE BY THE HANDICAPPED AND RELATED ACCESSIBLE ROUTES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE GUIDELINES ENTITLED "ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES" (REFERENCE: ANSI A117.1-1998). ALL ACCESSIBLE ROUTES MUST COMPLY WITH U.S. DEPARTMENT OF JUSTICE 2010 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN.
- 14. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SHALL APPRAISE AND COORDINATE DURING ALL PHASES OF CONSTRUCTION:
- 15. THS SITE IS NOT IMPACTED BY THE 100-YEAR FLOOD PLAIN AS DEPICTED ON FEMA MAP NO: 10005C0355J, DATED MARCH 16,
- 16. WETLANDS DO NOT EXIST ON SITE.
- 17. CONSTRUCTION MATERIALS AND METHODS SHALL MEET THE SUSSEX COUNTY ENGINEERING DEPARTMENTS STANDARD AND DAVIS, BOWEN & FRIEDEL, INC. - (302) 424-1441 DELDOT SUSSEX COUNTY - (302) 739-4642

DATA COLUMN

SUSSEX CONSERVATION DISTRICT - (302) 856-2105 SUSSEX COUNTY ENGINEERING - (302) 855-7718

TAX MAP NUMBER: 3-34-20.00-1.05

NAVD 88 VERTICAL: NAD 83 (DE STATE PLANE) HORIZONTAL: N38.70453, W075.08678

EXISTING ZONING: C-1 GENERAL COMMERCIAL DISTRICT PROPOSED ZONING: C-1 GENERAL COMMERCIAL DISTRICT

PROPOSED USE: 85 TOWNHOMES

MAXIMUM DENSITY ALLOWED: 12 UNITS PER ACRES (100 UNITS) PROPOSED DENSITY: 10.13 UNITS PER ACRE

PROPOSED IMPERVIOUS AREA: 5.194 AC. (62%)

EXISTING SITE AREA 6.4985 AC. (77%) 1.8948 AC. (23%) TRACT B:

8.3933 AC. (100%) PROPOSED LAND USE AREAS TOWNHOUSE BUILDINGS

2.136 AC. (25%) 2.068 AC. (25% STREET/PARKING 4.189 AC. (50%) OPEN SPACE OPEN SPACE AREAS

GREEN SPACE SWM PONDS

4.189 AC. (100%) 3.207 AC. (77%) 0.982 AC. (23%)

EXISTING WOODED AREA PROPOSED WOODED AREA 0.0 AC.

40' (60' CHC OVERLAY ZONE) SIDE 10'

MAXIMUM BUILDING HEIGHT: 42' (3 STORIES)

PARKING: 2 PER UNIT (ONE IN GARAGE/ONE IN DRIVEWAY)
85 TOWNHOUSES X 2 PER UNIT = 170 REQUIRED 85 DRIVEWAYS + 85 GARAGES = 170 SPACES PROVIDED

<u>UTILITIES PROVIDERS</u>
SEWER: SUSSEX COUNTY DEWEY BEACH SANITARY SEWER DISTRICT WATER: PUBLIC (DEWEY BEACH WATER DISTRICT)

PROPOSED BUILDING CONSTRUCTION: NFPA TYPE V (000) WOOD CONSTRUCTION

THE SITE IS NOT LOCATED ON THE FEMA FLOOD INSURANCE RATE MAP #10005C0354K, DATED MARCH 16, 2015.

WETLANDS:

THIS SITE AS SHOWN HEREON DOES NOT CONTAIN STATE OR FEDERALLY REGULATED BASED ON NWI AND DNREC WETLAND

THIS SITE IS LOCATED IN THE FUTURE LAND USE AREA: COASTAL AREA THIS SITE IS LOCATED IN A "FAIR" GROUNDWATER RECHARGE AREA

THIS SITE IS NOT LOCATED IN A WELLHEAD PROTECTION AREA.

SPRING LAKE PROPERTIES, LLC OWNER/DEVELOPER: P.O.BOX 52 NASSAU, DE 19969

DAVIS, BOWEN & FRIEDEL, INC. 1 PARK AVENUE MILFORD, DE 19963 (302) 424-1441

DAVIS, BOWEN & FRIEDEL, INC.

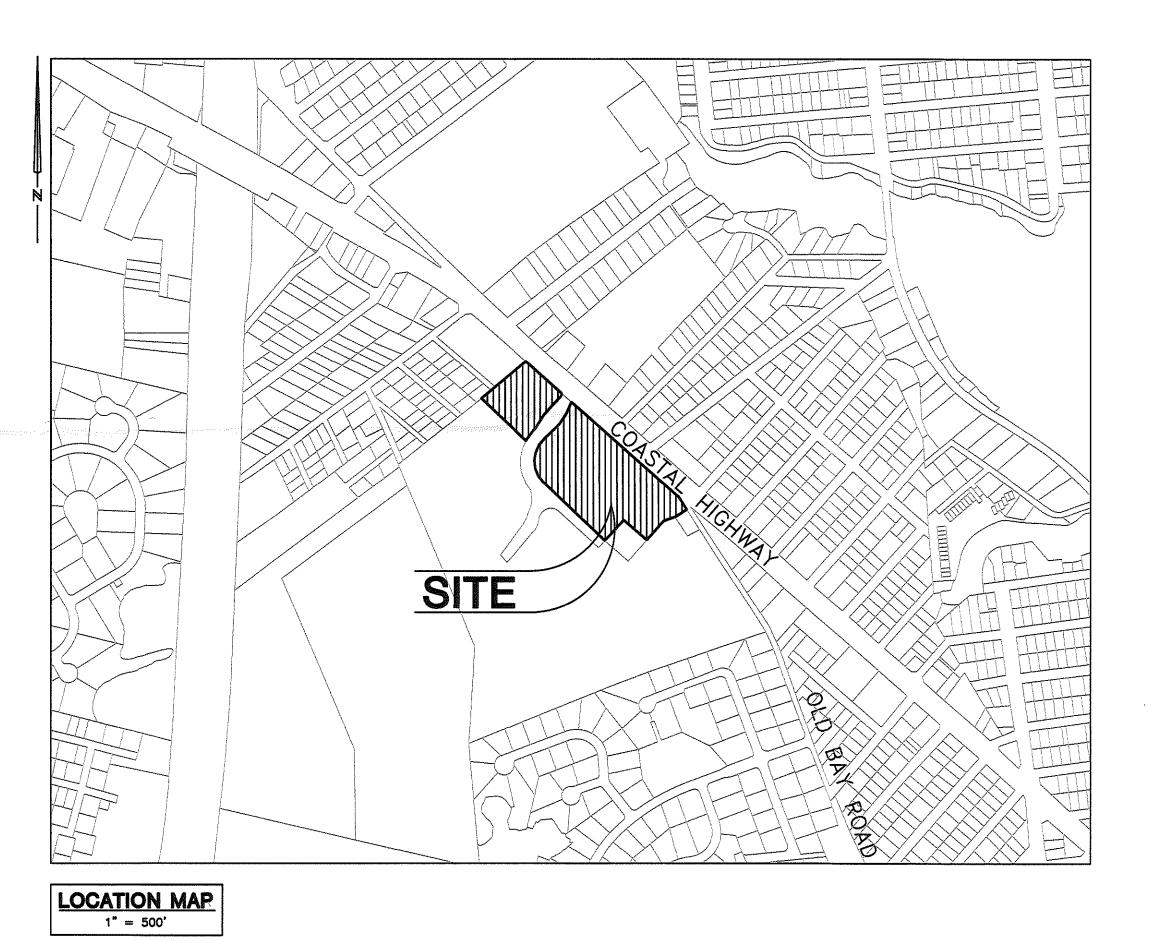
ARCHITECTS, ENGINEERS & SURVEYORS

MILFORD, DELAWARE (302) 424-1441

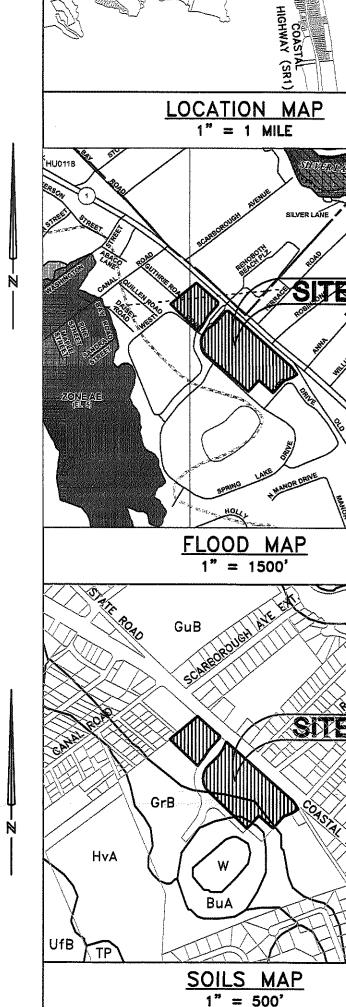
SPRING LAKE TOWNHOMES

PRELIMINARY SITE PLAN LEWES/REHOBOTH CANAL WATERSHED, LEWES/REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE TAX MAP ID: 3-34-20.00-1.05

DBF PROJECT NO. 2374B001 SEPTEMBER, 2015 **REVISED MAY 2022**



	INDEX OF SHEETS
1	TITLE
2	PRELIMINARY SITE PLAN



SOILS DATA

SOIL NAME

BROCKATONORTON-URBAN LAND

COMPLEX

GREENWICH LOAM

Gub GREENWICH-URBAN LAND COMPLEX

BENCHMARK INFORMATION ELEVATION DESCRIPTION LOCATION FIRE BONNETT BOLT N:256710.6840 E:750056.9200 13.15' (NAVD 88) R/R SPIKE IN POWER N:256480.7545 E:750864.6246 15.38' (NAVD 88)

ENGINEER'S STATEMENT

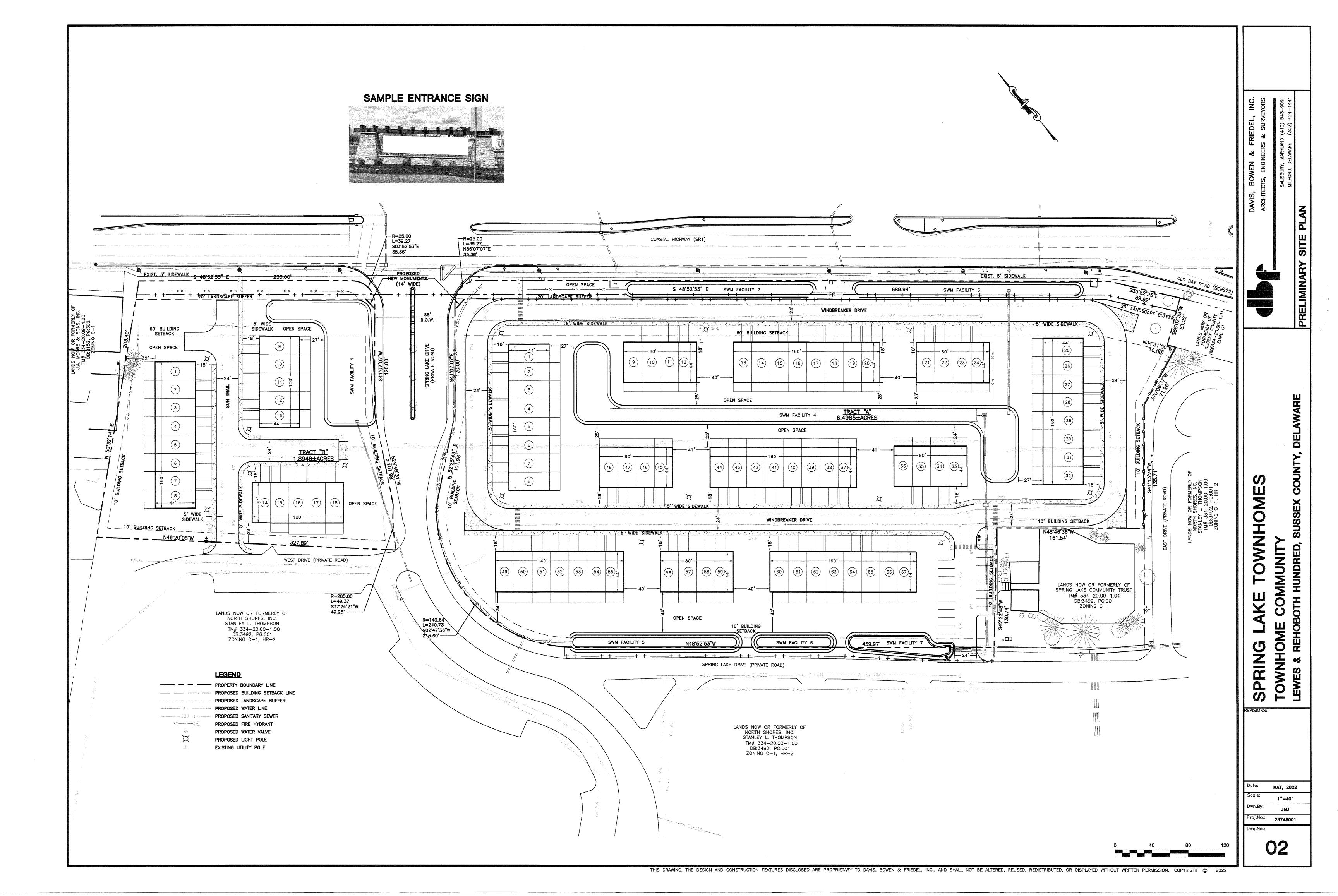
I, JAMIE L. SECHLER, P.E. HEREBY STATE THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF

by JAMIE L. SECHLER, P.E. DAVIS, BOWEN & FRIEDEL, INC. 1 PARK AVE. MILFORD, DELAWARE, 19963

OWNER'S STATEMENT

I, THE UNDERSIGNED, HEREBY STATE THAT I AM THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THE PLAN WAS MADE AT MY DIRECTION, I ACKNOWLEDGE THE SAME TO BE MY ACT AND DESIRE THE PLAN BE RECORDED ACCORDING TO LAW.

SPRING LAKE PROPERTIES, LLC. P.O. BOX 52





ARCHITECTS • ENGINEERS • SURVEYORS

Ring W. Lardner, P.E. W. Zachary Crouch, P.E.

Jason P. Loar, P.E. Jamie L. Sechler, P.E.

Michael E. Wheedleton, AIA, LEED GA

Michael R. Wigley, AIA, LEED AP

August 11, 2022

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

Attn:

Jamie Whitehouse

Planning Director

Re:

Spring Lake Condominiums Spring Lake Properties, LLC

P.O. Box 52 Nassau, DE 19969 DBF Project #1661D001.A01

Dear Mr. Whitehouse:

We are hereby submitting a parking waiver for Spring Lake Condominiums. The purpose of this waiver is to allow parking in the front setback of the property. Currently, the driveways of the townhouses 9-24 are partially in the 60-foot front setback for the Combined Highway Corridor Overlay Zone. Based on your comment letter from June 9, 2022, parking is not typically allowed in the front setback, and it was recommended that we submit a waiver for the parking. Therefor we are requesting a waiver for this requirement.

Sincerely, DAVIS, BOWEN AND FRIEDEL, INC.

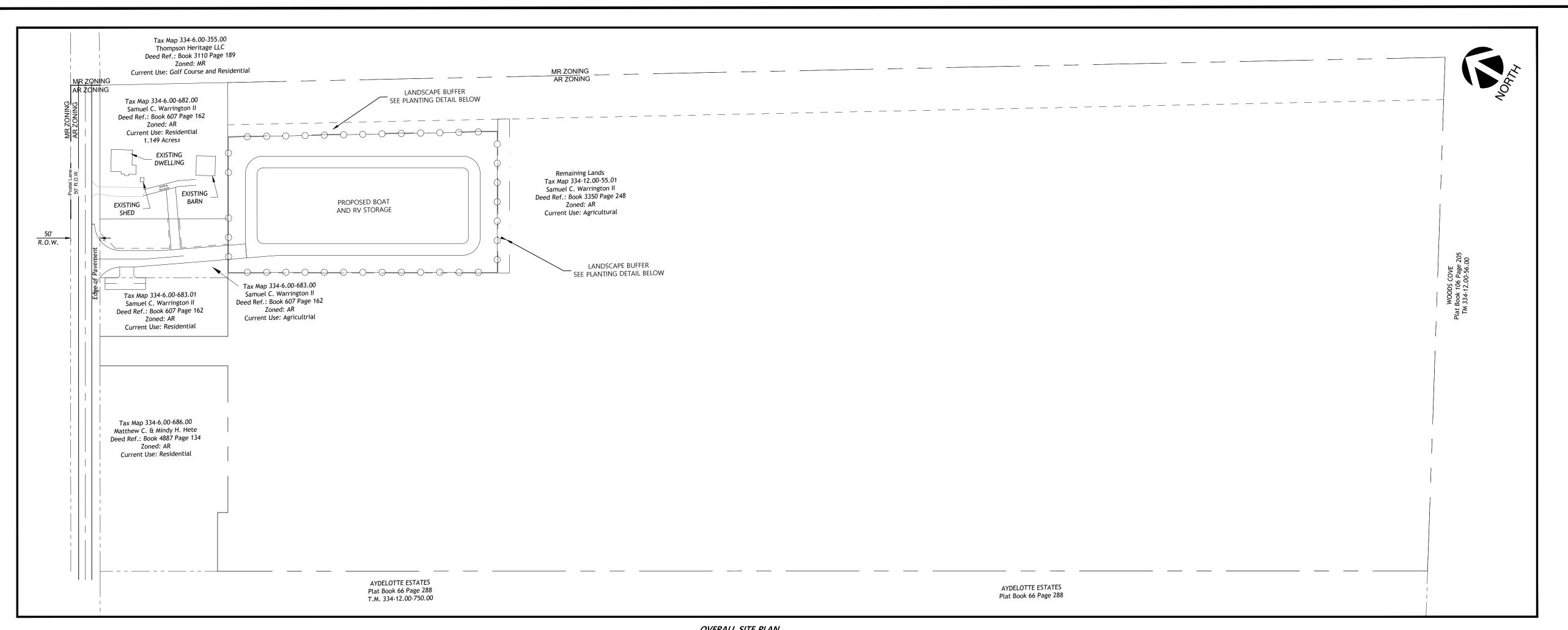
Jamie L. Sechler, P.E. Principle

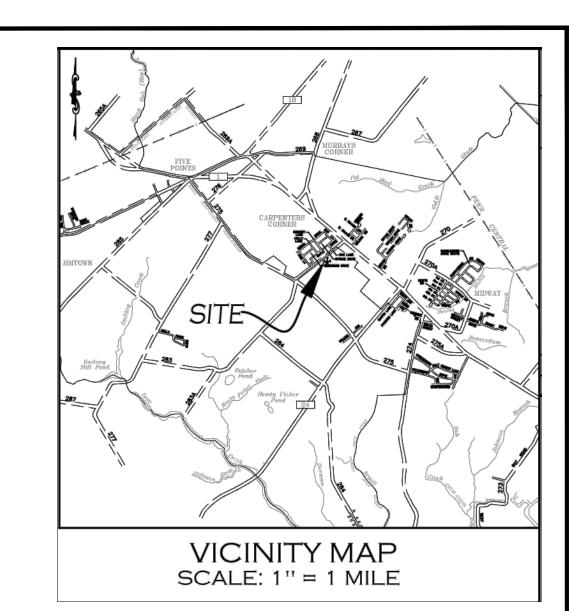
Enclosures

RECEIVED

AUG 1 6 2022

SUSSEX COUNTY PLANNING & ZONING



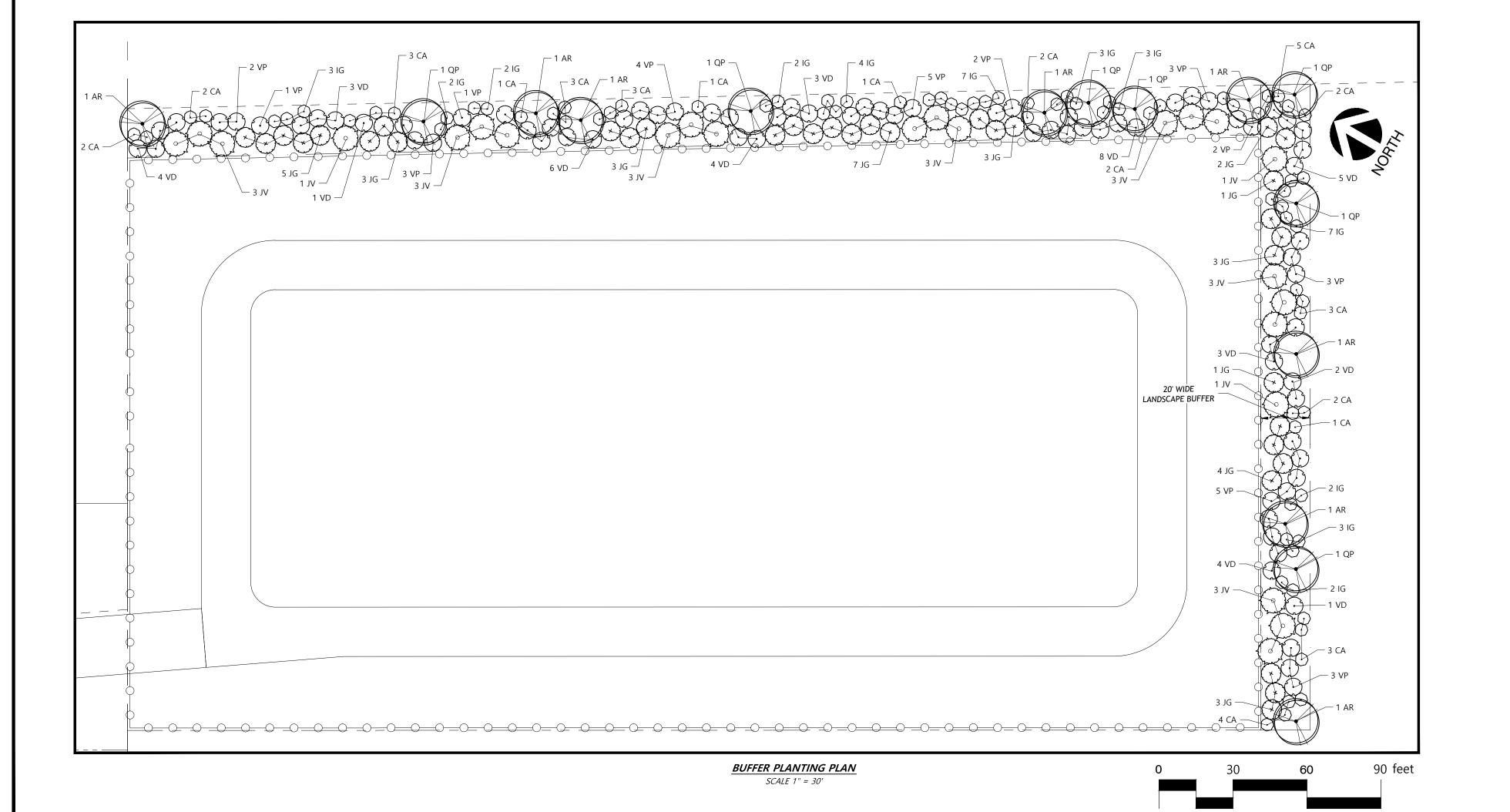


OVERALL SITE PLAN

SCALE 1" = 100'

SCALE 1" = 30'

0 100 200 300 feet SCALE 1" = 100'



LANDSCAPE PLANTING SCHEDULE						
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	
AR	8	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	2-2.5" CAL., CONT. OR B&B, 5' MIN.	SHADE TREE	
CA	40	CALLICARPA AMERICANA	AMERICAN BEAUTYBERRY	18-24" HEIGHT, CONT.	SHRUB	
IG	40	ILEX GLABRA	INKBERRY	18-24" HEIGHT, CONT.	SHRUB	
JV	24	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	5-6' HEIGHT, CONT.	EVERGREEN TREE	
JG	35	JUNIPERUS VIRGINIANA 'GREEN POINT'	GREEN POINT REDCEDAR	5-6' HEIGHT, CONT.	EVERGREEN TREE	
QP	7	QUERCUS PALUSTRIS	PIN OAK	2-2.5" CAL., CONT. OR B&B, 5' MIN.	SHADE TREE	
VD	44	VIBURNUM DENTATUM	ARROWWOOD VIBURNUM	24-30" HEIGHT, CONT.	SHRUB	
VP	34	VIBURNUM NUDUM 'WINTERTHUR'	WINTERTHUR VIBURNUM	24-30" HEIGHT, CONT.	SHRUB	



LANDSCAPE ARCHITECT'S CERTIFICATION

I HEREBY CERTIFY THAT THESE DRAWINGS HAVE BEEN PREPARED UNDER MY SUPERVISION.

NDER MY SUPERVISION.

LEE ANN SCHNAPPINGER BRIDGMAN, RLA
BRIDGMAN LANDSCAPE ARCHITECTURE, LLC

No.	Revision/Issue	Date

Bridgman Landscape
Architecture LLC
Lee A. Schnappinger Bridgman
Registered Landscape Architect
920 Starr Road

Centreville, Maryland 21617 410.490.3651 Ibridgmanrla@gmail.com

POSTAL LANE RV & BOAT STORAGE

Tax Map reference 334-12.00-55.01 34378 Postal Lane Lewes & Rehobeth Hundred Lewes, Delaware

Axiom Engineering L.L.C. Project No. 0584-2201

LANDSCAPE PLAN

Date:
JULY 2022
Scale:
AS SHOWN

Sheet:

1 of 2



PLANTING SPECIFICATIONS

A. MATERIALS:

- 1. PLANTS SHALL BE NURSERY GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES, AND GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT. THEY SHALL HAVE BEEN ROOT PRUNED WITHIN THE LAST TWO YEARS. THEY SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF. THEY SHALL BE FREE OF DISEASE, PEST, EGGS OR LARVAE, AND SHALL HAVE A HEALTHY, DEVELOPED ROOT SYSTEM. PLANTS SHALL NOT BE PRUNED BEFORE DELIVERY. TREES WITH A DAMAGED OR CROOKED LEADER OR MULTIPLE LEADERS, ABRASIONS ON THE BARK, SUNSCALD, DISFIGURING KNOTS OR FRESH CUTS OVER 1 1/2" WILL BE REJECTED. NO CHANGE IN QUANTITY, SIZE, KIND OR QUALITY OF PLANT SPECIFIED WILL BE PERMITTED WITHOUT THE APPROVAL OF THE LANDSCAPE ARCHITECT/ DESIGNER.
- 2. TOPSOIL SHALL BE FERTILE, FRIABLE AND TYPICAL OF THE LOCALITY; IT SHALL BE FREE OF STONES, LUMPS, PLANTS, ROOTS, STICKS AND SHALL NOT BE DELIVERED IN A FROZEN OR MUDDY
- 3. PLANTING SOIL (BACKFILL MIX) SHALL BE FIVE PARTS TOPSOIL AND ONE PART WET LOOSE PEAT
- 4. STAKING MATERIALS: GUY WIRE SHALL BE PLIABLE 12 GAUGE GALVANIZED TWISTED TWO STRAND WIRE. HOSE SHALL BE A SUITABLE LENGTH OF TWO-PLY, REINFORCED BLACK RUBBER HOSE 3/4" INCH IN DIAMETER; STAKES SHALL CONFORM TO THE DETAIL ON THIS SHEET.
- 5. WRAPPING MATERIAL SHALL BE A STANDARD MANUFACTURED TREE WRAPPING PAPER, BROWN IN COLOR WITH CRINKLED SURFACE AND FASTENED BY AN APPROVED METHOD.

B. APPLICABLE SPECIFICATIONS AND STANDARDS:

- 1. "STANDARDIZED PLANT NAMES," LATEST EDITION AMERICAN JOINT COMMITTEE ON HORTICULTURAL
- 2. "AMERICAN STANDARD FOR NURSERY STOCK," LATEST EDITION, AMERICAN ASSOCIATION OF NURSERYMEN.

C. DIGGING AND HANDLING OF PLANT MATERIALS:

- 1. IMMEDIATELY BEFORE DIGGING, SPRAY ALL EVERGREEN OR DECIDUOUS PLANT MATERIAL IN FULL LEAF WITH ANTI-DESICCANT, APPLYING AN ADEQUATE FILM OVER TRUNKS, BRANCHES, TWIGS, AND/
- 2. DIG BALL AND BURLAP (B&B) PLANTS WITH FIRM NATURAL BALLS OF EARTH, OF DIAMETER NOT LESS THAN THAT RECOMMENDED BY AMERICAN STANDARD FOR NURSERY STOCK, AND IF SUFFICIENT DEPTH TO INCLUDE THE FIBROUS AND FEEDING ROOTS. PLANTS MOVED WITH A BALL WILL NOT BE ACCEPTED IF THE BALL IS CRACKED OR BROKEN BEFORE OR DURING PLANTING OPERATIONS.

D. EXCAVATION OF PLANTING AREAS:

1. STAKE OUT ON THE GROUND LOCATIONS FOR PLANTS AND OUTLINES OF AREA TO BE PLANTED AND OBTAIN APPROVAL OF THE LANDSCAPE ARCHITECT/DESIGNER BEFORE EXCAVATION IS BEGUN.

E. PLANTING OPERATIONS:

- 1. SET PLANTS AT SAME RELATIONSHIP TO FINISHED GRADE AS THEY BORE TO THE GROUND FROM WHICH THEY WERE DUG. USE PLANTING SOIL TO BACKFILL APPROXIMATELY 2/3 FULL, WATER THOROUGHLY BEFORE INSTALLING REMAINDER OF THE PLANTING SOIL TO TOP OF PIT, ELIMINATING
- 2. SET PLANTING PLUMB AND BRACE RIGIDLY IN POSITION UNTIL THE PLANTING SOIL HAS BEEN STAMPED SOLIDLY AROUND THE BALL AND ROOTS. CUT ROPES OR STRINGS FROM TOP OF BALL AFTER PLANT HAS BEEN SET. LEAVE BURLAP OR CLOTH WRAPPING INTACT AROUND BALLS. TURN UNDER AND BURY PORTIONS OF BURLAP AT TOP OF BALL.
- 3. PROTECT PLANTS AT ALL TIMES FROM SUN OR DRYING WINDS. PLANTS THAT CANNOT BE PLANTED IMMEDIATELY ON DELIVERY SHALL BE KEPT IN THE SHADE, WELL PROTECTED WITH SOIL, WET MOSS OR OTHER ACCEPTABLE MATERIAL AND SHALL BE KEPT WELL WATERED. PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN THREE DAYS AFTER DELIVERY.
- 4. PLANTS SHALL NOT BE BOUND WITH WIRE OR ROPE AT ANY TIME SO AS TO DAMAGE THE BARK OR BREAK BRANCHES. PLANTS SHALL BE LIFTED AND HANDLED FROM THE BOTTOM OF THE BALL ONLY.
- 5. MULCH ALL PITS AND BEDS WITH A THREE INCH LAYER OF DOUBLE SHREDDED HARDWOOD BARK MULCH IMMEDIATELY AFTER PLANTING AND WORK INTO THE TOP THREE INCHES OF THE PLANTING SOIL. FORM A 3" EARTH SAUCER AROUND EACH PLANT. WATER ALL PLANTS IMMEDIATELY AFTER
- 6. REMOVE ANY TREE WRAPPING FROM TRUNK FOLLOWING INSTALLATION.

F. STAKING AND PRUNING:

- 1. STAKING SHALL BE COMPLETED IMMEDIATELY AFTER PLANTING. PLANTS SHALL STAND PLUMB AFTER STAKING. STAKES AND GUY WIRES SHALL BE REMOVED AT THE END OF THE GUARANTEE PERIOD AND DEPOSITED OF OFF SITE BY THE CONTRACTOR.
- 2. PRUNE PLANTS AT THE TIME OF PLANTING ONLY TO REMOVE DEAD WOOD, SUCKERS, OR BROKEN

G. GUARANTEE:

ALL PLANT MATERIALS SHALL BE GUARANTEED FOR ONE (1) FULL YEAR FROM THE DATE THAT THE LANDSCAPE INSTALLATION IS ACCEPTED AS COMPLETE. PLANT MATERIAL NOT FOUND TO BE IN A HEALTHY, VIGOROUS CONDITION AT THE BEGINNING OF THE SECOND GROWING SEASON IS TO BE REPLACED.

H. SEEDING:

AUG. 15TH TO OCT. 31ST.

- ALL AREAS REMAINING DISTURBED AFTER CONSTRUCTION, PAVING AND INSTALLATION OF THE
- A. SEED BED PREPARATION: APPLY 25 LBS. OF 10-10-10 FERTILIZER PER 1000 SQ.FT. HARROW OR DISC INTO SOIL TO A DEPTH OF 3-4 INCHES. APPLY PULVERIZED GROUND LIMESTONE, 50 LBS.

LANDSCAPE ARCHITECT'S CERTIFICATION

LEE ANN SCHNAPPINGER BRIDGMAN, RLA

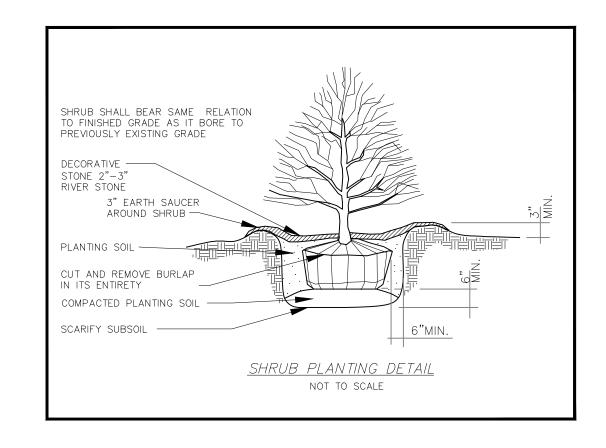
BRIDGMAN LANDSCAPE ARCHITECTURE, LLC

UNDER MY SUPERVISION.

I HEREBY CERTIFY THAT THESE DRAWINGS HAVE BEEN PREPARED

- B. SEEDING: APPLY 4.5 LBS PER 1000 SQ. FT. OF KENTUCKY 31 TALL FESCUE OR A SUITABLE COMPARABLE MIX ON A MOIST SEED BED WITH SUITABLE EQUIPMENT.
- C. MULCHING: IMMEDIATELY AFTER SEEDING, UNIFORMLY MULCH ENTIRE AREA WITH
- UNDERWEATHERED SMALL GRAIN STRAW AT A RATE OF 1 1/2"-2" TONS PER ACRE. FOR BEST RESULTS, SEEDING SHOULD BE PERFORMED BETWEEN MARCH 1ST AND APRIL 30TH OR

** MULCH SHALL BE A SHREDDED / VARIETY OF NEVER CUT A HARDWOOD BARK RUBBER HOSES 2/3 UP TREE OR TO FIRST BRANCH WIRES 3- 2"X 2" HARDWOOD STAKES ON ALL TREES-SPACED 120° AROUND TRUNK WRAPPING (DECIDUOUS TREES ONLY) REMOVE WRAP AFTER TREE IS INSTALLED TREE SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT BORE TO PREVIOUSLY EXISTING GRADE 5"MIN.— — 7"MIN. MULCH** 3" EARTH SAUCER AROUND CUT & REMOVE BURLAP FROM TOP 1/3 OF tree Ball PLANTING SCARIFY SUBSOIL 6"



TREE PLANTING DETAIL

NOT TO SCALE

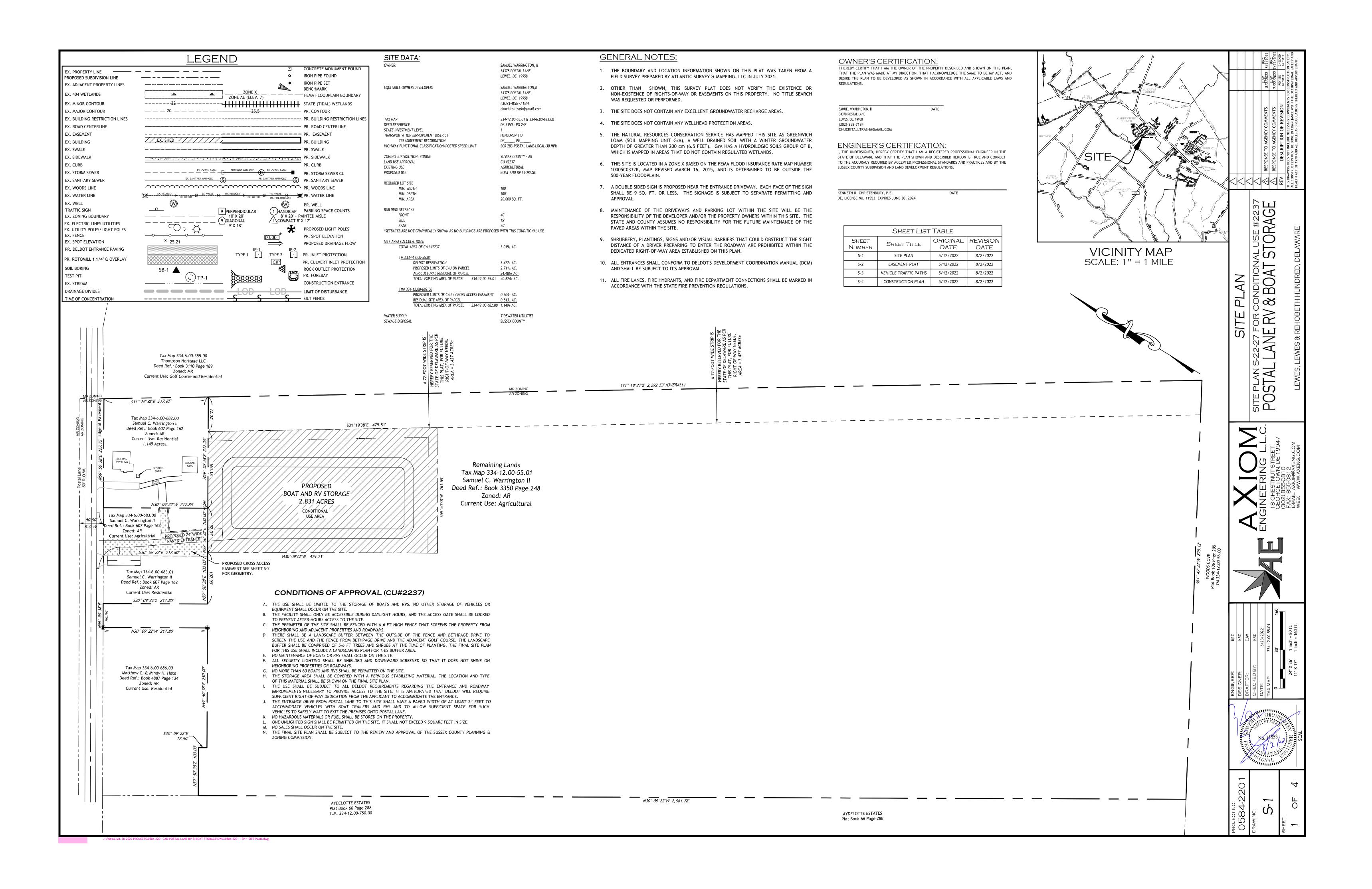


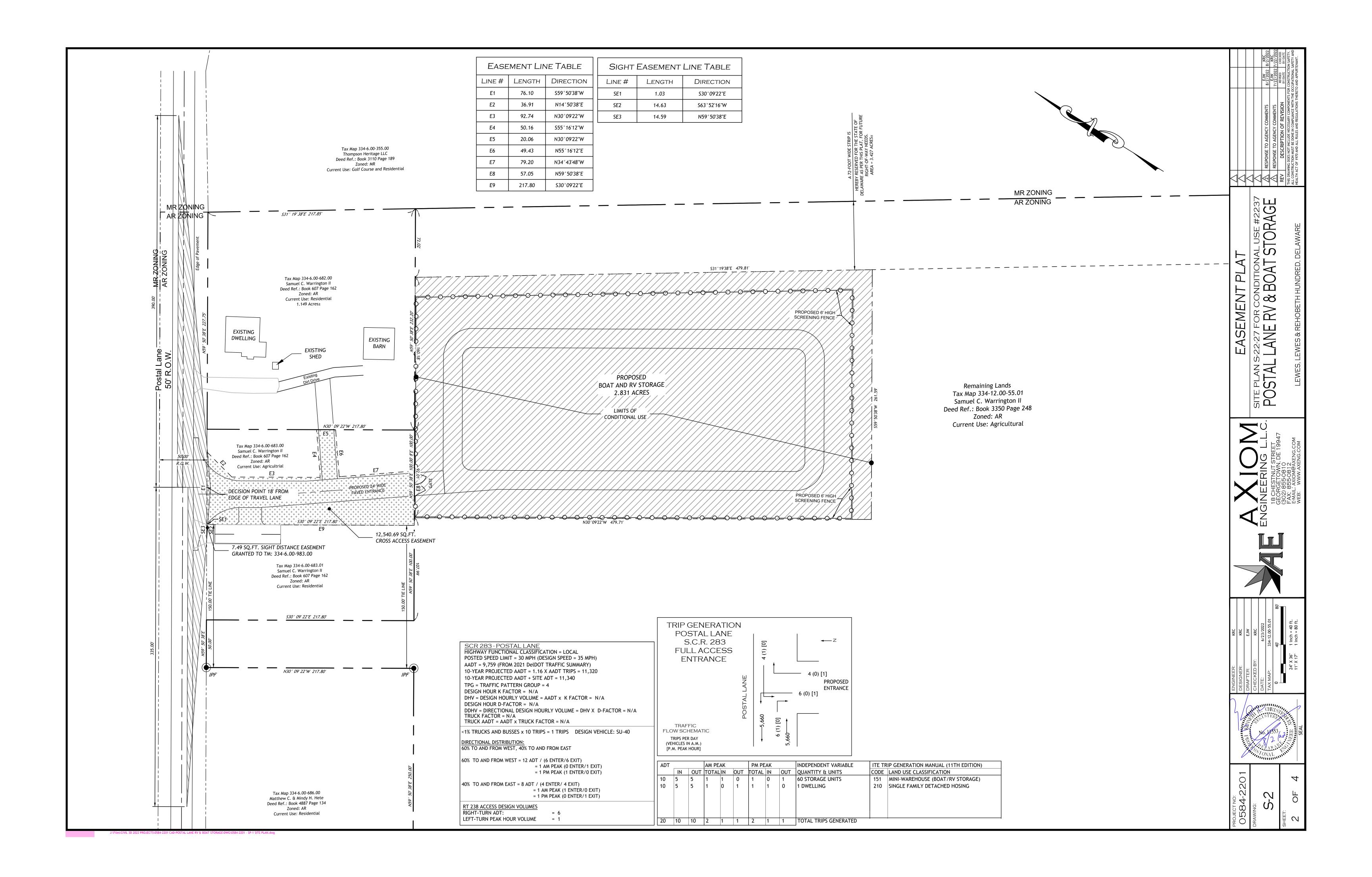
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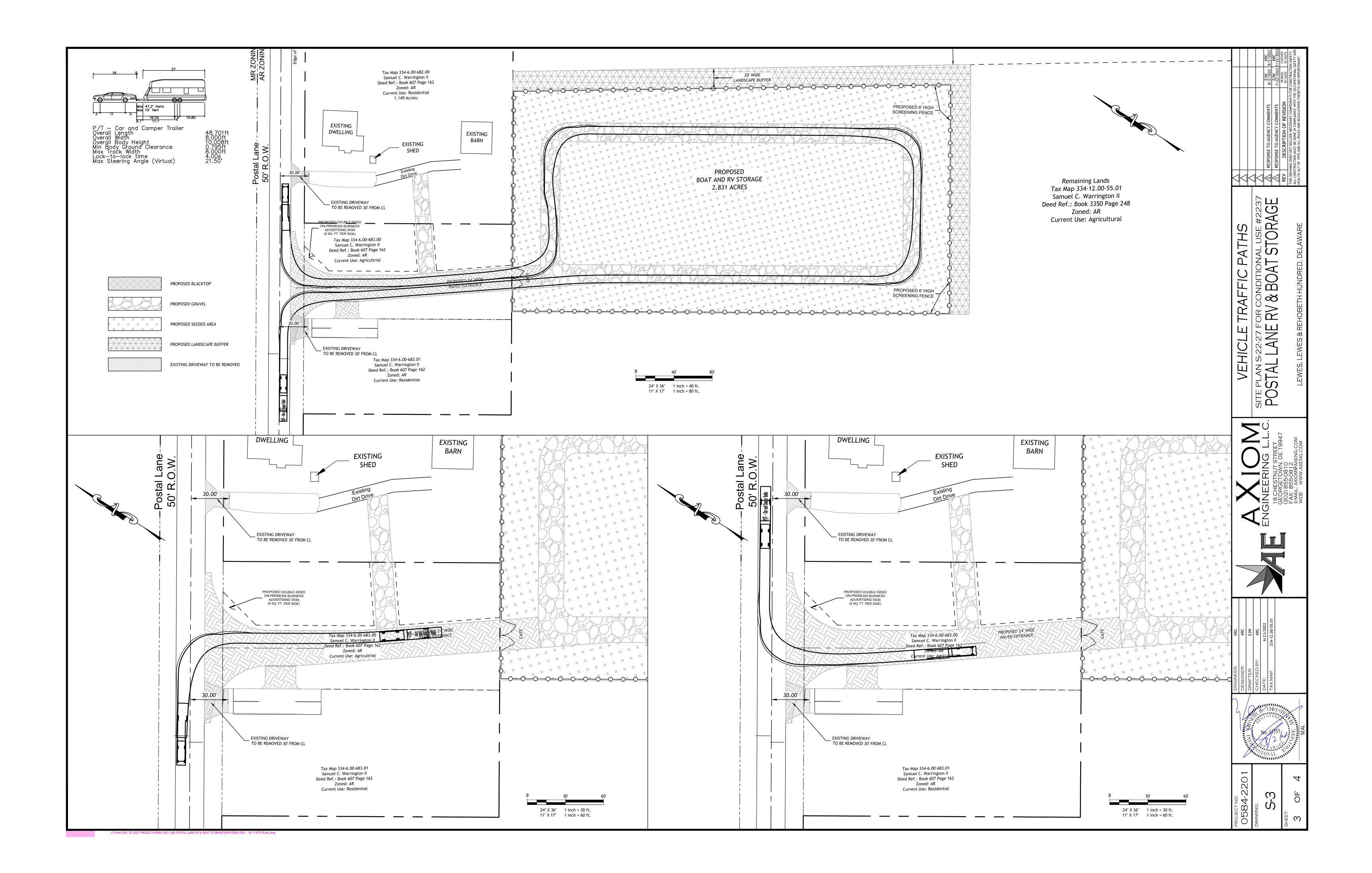
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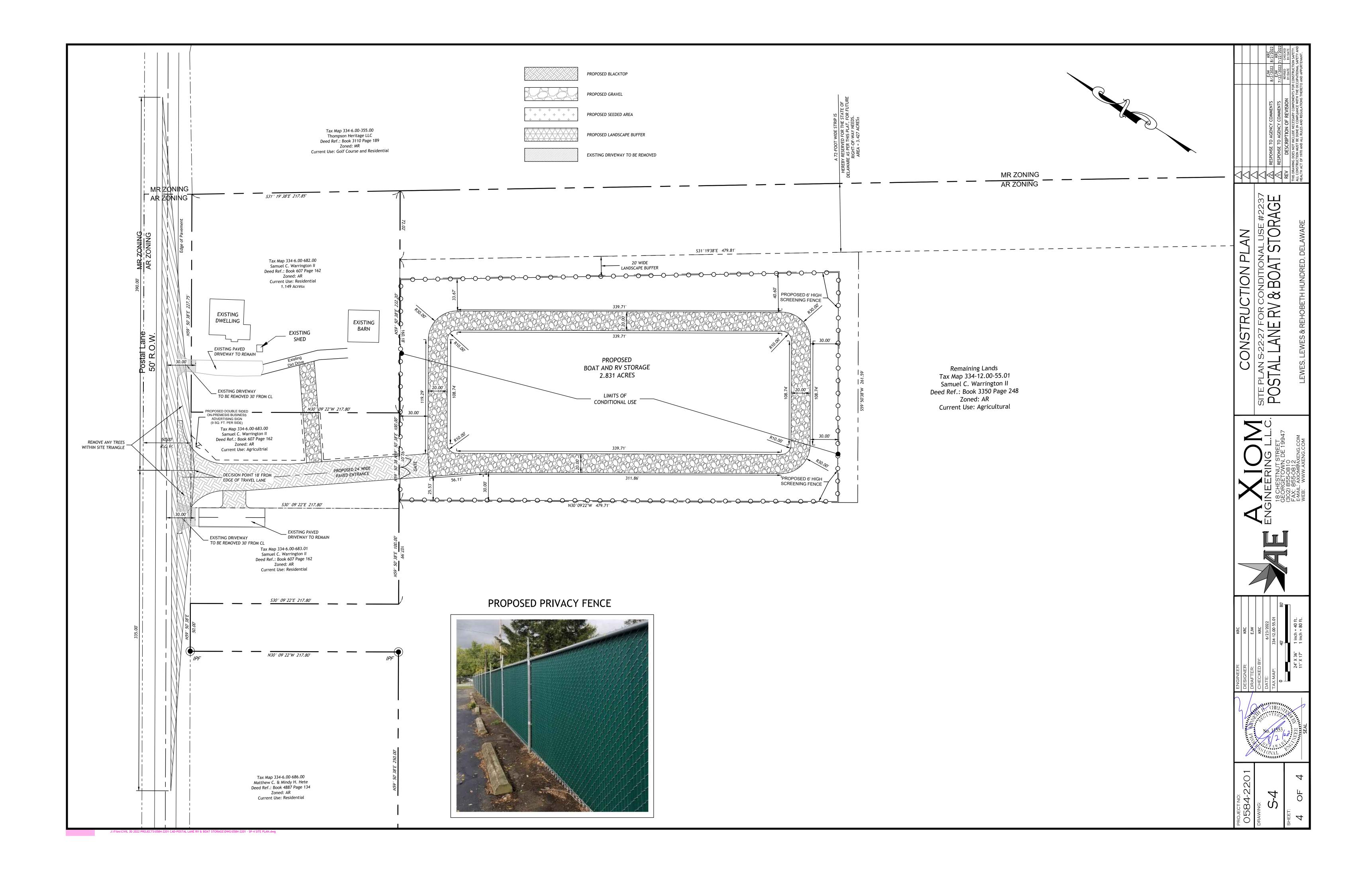
AS SHOWN

Date









Planning & Zoning Commission Minutes September 24, 2020 Page | 6

C/U 2237 Samuel C. Warrington II

AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR OUTDOOR RV AND BOAT STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 2.5 ACRES MORE OR LESS. The property is lying on the southeast side of Postal Lane, approximately 0.38 mile southwest of Coastal Highway (Route 1). 911 Address: 34378 Postal Lane, Lewes. Tax Parcel: 334-12.00-55.01 (portion of).

Mr. Whitehouse advised the Commission that submitted into the record is a site plan, a staff analysis, a copy of the DelDOT service level evaluation response, and comments from the Sussex County Engineering Department Utility Planning Division. Mr. Whitehouse noted that 90 letters of opposition have been submitted to the Planning and Zoning Department.

The Commission found that Mr. Tim Willard, Esquire was present on behalf of the applicant, Samuel C. Warrington, II, that also present are Sam Warrington, II and Sam Warrington, III; that the Warrington family have owned this property since 1914; that the Applicant and his son live on Postal Lane; that tourism is a big part of Sussex County which is encouraged and that includes boating; that the conditional use for boat storage will support and encourage that use in an area where it is needed and that it is an appropriate use for this property; that the Sussex County Comprehensive Plan states that the eastern portion of Sussex County is characterized by popular ocean side seasonal vacation towns; that Sussex County is a draw for seasonal visitors and tourism has become an indispensable part of the local economy; that the Future Land Use Plan encourages tourism; that in 2015 tourism spent 1.8 billion dollars; that the tourism sector employs over 19,000 individuals; that the Future Land Use Plan also encourages recreation, the county is famous for beaches, boat launches with access to the ocean and inland bays; that the property is identified as being in the Coastal Area which is a growth area and allows for light commercial; that the property is surrounded by MR and HR which are high density and medium density; that there are several conditional uses in the area; that this use would not generate a lot of traffic as people would come periodically to pick up or drop off their RVs or boats; that it would be consistent with the land use for the area based on the surrounding uses; that the use would be on 2.5 acres of a 40-acre property; that the entrance to the storage area would be on Postal Lane adjacent to Sam Warrington III residence; that the Applicant has submitted proposed findings and conditions; and that for all the reasons stated this is an appropriate use as it will not adversely affect the neighborhood and is semi-public in nature as it supports tourism in the area.

Mr. Samuel C. Warrington, III confirmed that the statements made by Mr. Willard were true and correct and that he would be managing the RV and Boat storage if it gets approval.

Ms. Stevenson asked about the type of lighting. Mr. Willard stated that the lighting will be inward facing and for security purposes only.

Ms. Wingate asked Mr. Willard to elaborate on the type of landscaping that will be used. Mr. Willard stated that there will be fencing; that the landscaping will be outside the fence around the perimeter of the storage area and will be a buffer from neighboring properties.

Mr. Mears asked if the boat storage would be only for seasonal use. Mr. Willard stated that it may also be used by weekend boaters, but the Applicant does not anticipate people coming on a day to day basis to drop off or pick up their boats.

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Mr. Wheatley asked if the Applicant would be offering shrink wrap services, fuel sales, accessory sales, or boat engine service. Mr. Willard stated there will be no fuel sales, accessory sales or engine service on the property.

The Commission found that no one spoke in favor of and two people spoke in opposition to the Application.

Mr. Ron Scala spoke on behalf of the 146 homeowners in Heritage Village. Mr. Scala stated the Heritage Village is located on the south side of Postal Lane and are adjacent to the subject property; that the community of Sandy Brae lies on the northside of Postal Lane for a total of over 400 homes making Postal Lane a heavily traveled road; that the request for RV and Boat storage will greatly increase the large vehicle traffic for the area; that it will pose many safety and environmental concerns for the residents; that there were over 90 requests to deny the Application; that the residents of Heritage Village feel that this location is not appropriate for this use; that there are no sidewalks in this area; that the Commission previously denied an application for 14 townhomes citing a heavily traveled road and it would not support health, safety, convenience and general welfare of the neighborhood and County; and that for all these reasons the residents of Heritage Village are opposed to this request.

Mr. John Luzzi spoke on behalf of the residents of Sandy Brae. Mr. Luzzi stated that the residents of Sandy Brae are requesting that the Commission deny the Application for safety reasons and that a commercial use on Postal Lane is not in keeping with the residential character of the area; that there are school bus stops on Postal Lane; entrances to single-family homes; that traffic cuts through Sandy Brae trying to avoid Postal Lane causing confusion and more safety issues; and that having commercial use in the area will affect property values.

Ms. Wingate asked who owns the roads within Sandy Brae. Mr. Luzzi responded that they are County roads.

Ms. Joy Greevy spoke by teleconference. Ms. Greevy stated that she agreed with the previous speakers and has further safety concerns about vehicles using Bethpage Drive to turn around.

Upon there being no further questions or comments, Chairman Wheatley closed the public hearing for this application.

At the conclusion of the Public Hearings, the Commission discussed C/U 2237 Samuel C. Warrington, II. Motion by Ms. Stevenson, second by Mr. Mears, to defer action for further consideration. Motion carried 5-0.

2019-32 - Lands of Coroc/Rehoboth, III, LLC

A standard subdivision to divide 10.00 acres +/- into 3 lots to be located on a certain parcel of land lying and being in Lewes and Rehoboth, Hundred, Sussex County. The property is lying on the west side of Holland Glade Road (S.C.R. 271), approximately 0.11-mile northeast of Coastal Highway (Route 1). Tax Parcel: 334-13.00-325.36. Zoning District: C-3 (Heavy Commercial District).

Mr. Whitehouse advised the Commission that submitted into the record is the Applicant's subdivision plat, a copy of the chapter 999C response, a copy of the Applicants environment assessment public facility evaluation report and an exhibit book.

(continued) The Public Hearing and public record were closed.

M 429 20 Adopt Ordinance No. 2748/ CZ 1906 A Motion was made by Mr. Rieley, seconded by Mr. Wilson, to Adopt Ordinance No. 2748 entitled "AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT TO A C-2 MEDIUM COMMERCIAL DISTRICT FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN DAGSBORO HUNDRED, SUSSEX COUNTY, CONTAINING 2.53 ACRES, MORE OR LESS" (Change of Zone No. 1906) filed on behalf of Eliud Samuel Ramirez-Mejia.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;

Mr. Wilson, Yea; Mr. Burton, Yea;

Mr. Vincent, Yea

Public Hearing/ CU 2237 A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR OUTDOOR RV AND BOAT STORAGE TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, CONTAINING 2.5 ACRES, MORE OR LESS" (Conditional Use No. 2237) filed on behalf of Samuel C. Warrington II (Tax I.D. No. 334-12.00-55.01 (Portion of) (911 Address: None Available).

The Planning and Zoning Commission held a Public Hearing on this application on September 24, 2020 at which time action was deferred. The Commission deferred action again on October 8, 2020. On October 22, 2020, the Commission recommended approval with the following conditions:

- A. The use shall be limited to the storage of boats and RVs. No other storage of vehicles or equipment shall occur on the site.
- B. The facility shall only be accessible during daylight hours, and the access gate shall be locked to prevent after-hours access to the site.
- C. The perimeter of the site shall be fenced with a 6-foot high fence that screens the property from neighboring and adjacent properties and roadways.
- D. There shall be a landscaping buffer between the outside of the fence and Bethpage Drive to screen the use and the fence from Bethpage Drive and the adjacent golf course. The Final Site Plan for this use shall include a landscaping plan for this buffer area.
- E. No maintenance of boats or RVs shall occur on the site.
- F. All security lighting shall be shielded and downward screened so that it does not shine on neighboring properties or roadways.
- G. No more than 60 boats and RVs shall be permitted on the site.
- H. The storage area shall be covered with a pervious stabilizing material. The location and type of this material shall be shown on the Final Site

Public Hearing/ CU 2237 (continued) Plan.

- I. The use shall be subject to all DelDOT requirements regarding the entrance and roadway improvements necessary to provide access to the site. It is anticipated that DelDOT will require sufficient right-of-way dedication from the Applicant to accommodate the entrance.
- J. The entrance drive from Postal Lane to this site shall have a paved width of at least 24 feet to accommodate vehicles with boat trailers and RVs and to allow sufficient space for such vehicles to safely wait to exit the premises onto Postal Lane.
- K. No hazardous materials or fuel shall be stored on the property.
- L. One lighted sign shall be permitted on the site. It shall not exceed 32 square feet in size.
- M. No sales shall occur on the site.
- N. The Final Site Plan shall be subject to the review and approval of the Sussex County Planning & Zoning Commission.

(See the minutes of the Planning and Zoning Commission dated September 24, October 8 and October 22, 2020.)

Jamie Whitehouse, Planning and Zoning Director, presented the application.

Mr. Whitehouse noted that 108 letters in opposition to the application have been received.

Mr. Burton questioned the timeline of the application coming from the Planning and Zoning Commission to the County Council. Mr. Whitehouse noted that the Commission did take one extra meeting (than it would normally take) to make a recommendation. It was noted that the schedule was already set; that the public hearing for this date was part of the original legal advertisement; and that the recommendation from the Commission was delayed.

The Council found that Tim Willard, Attorney, was present along with the Applicant. Mr. Willard stated that the property consists of 50 acres and the Warrington family has owned the property for some time; that the family owns the two houses that front on Postal Lane; that the application is only for 2.5 acres in the front; that the proposed use is not oriented near residential property; that there will be no buildings on the property; that the Applicant and his son live on Postal Lane; that tourism is a big part of Sussex County which is encouraged and that includes boating; that the Conditional Use application is for boat and RV storage in an area where it is needed; that the property is identified as being in the Coastal Area which is a growth area and allows for light commercial; that the property is surrounded by MR and HR which are medium and high density; that this use would not generate a lot of traffic as people would come periodically to pick up or drop off their RVs or boats; that the entrance to the storage area would be on Postal Lane adjacent to the Warrington (father) residence; that the use is semi-public in nature as it supports tourism in the area; that the Public Hearing/ CU 2237 (continued) Future Land Use Plan encourages recreation and the County is famous for beaches, boat launches with access to the ocean and the Inland Bays; that the site is a transitional property from heavy commercial on the highway to residential and other development on Plantation Road; that the proposed use is public / semi-public in nature; that they offer conditions including security, landscaping, fencing, etc.; and that the Applicant has no objection to the conditions recommended by the Commission.

Mr. Willard addressed the comments in the letter received from Robert Valihura, Jr. and stated that he does not believe anything unusual happened in regard to the timing of the application coming to the Council.

Public comments were heard.

There were no comments in support of the application.

Robert Valihura, Jr., Attorney, stated that he represents the Heritage Village Condominium Association and that the Association and all of the residential homeowners object to the "lightning speed in which this Ordinance has come before you, and respectfully requests, in the interest of justice and during this unprecedented pandemic time, that Council postpone consideration of this Ordinance until the next public meeting of Council, or, at the very least, that Council keep the record open for thirty days, before Council undertakes the final consideration of this Ordinance". Mr. Valihura stated the Board of Directors of the Association requests the deferral of the application and if this request cannot be granted, then the Board opposes this ordinance and requests that the Council vote to deny approval. Mr. Valihura listed reasons for opposition: the proposed use is inconsistent with neighboring and adjacent uses; the proposed use will adversely affect the neighboring properties, communities, roadways and traffic; the influx of expensive targets of opportunity on the property will drive up crime; and the proposed use is unnecessary and there has been no established need.

Kathy Davison (representing Sandy Brae Homeowners Association), Ron Scala (Board President of Heritage Village), Barbara Goldberg, Joy Strieby, Ingrid Callmann, Valerie Kohles, and Peter Keeble spoke in opposition to the proposed use. They stated that Postal Lane is extremely narrow and that the proposed entrance would never be safe enough; that a blind curve already exists on Postal Lane and fencing will make it more of a blind curve; that the number of accidents on Postal Lane will increase as a result of the proposed use; that traffic is diverted into the Sandy Brae community when problems happen on Postal Lane; that traffic could stack up on Postal Lane to access the entrance to the Proposed Use; that a bus stop is located across the road from the site and the safety of school buses and school children is a concern; and that home values will be negatively affected. It was noted that there has been no misunderstanding about the size of the proposed use and that they are opposed even though it is only 2.5 acres of the 50 acre site. A question was raised regarding the type of sign

Public Hearing/ CU 2237 (continued) that would be permitted and it was noted that LED lighting will be too bright in a residential area. The Opposition requested more time to review the record and to submit comments to the Council.

There were no additional public comments.

The Public Hearing and public record were closed; action was deferred.

M 430 20 Defer Action and Leave Record Open/ CU 2237 A Motion was made by Mr. Burton, seconded by Mr. Hudson, that the record shall remain open (on Conditional Use No. 2237) until the close of business (4:30 p.m.) on November 9, 2020 so that the public, including the Applicant, may make additional comments, in writing only, to the Planning and Zoning Office; at that time (November 9, 2020 at 4:30 p.m.) the record shall be closed; Jamie Whitehouse, Director of Planning and Zoning, shall report to Council at the next meeting on November 10, 2020 and make those comments available to the Council and the public.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mr. Hudson, Yea; Mr. Rieley, Yea;

Mr. Wilson, Yea; Mr. Burton, Yea;

Mr. Vincent, Yea

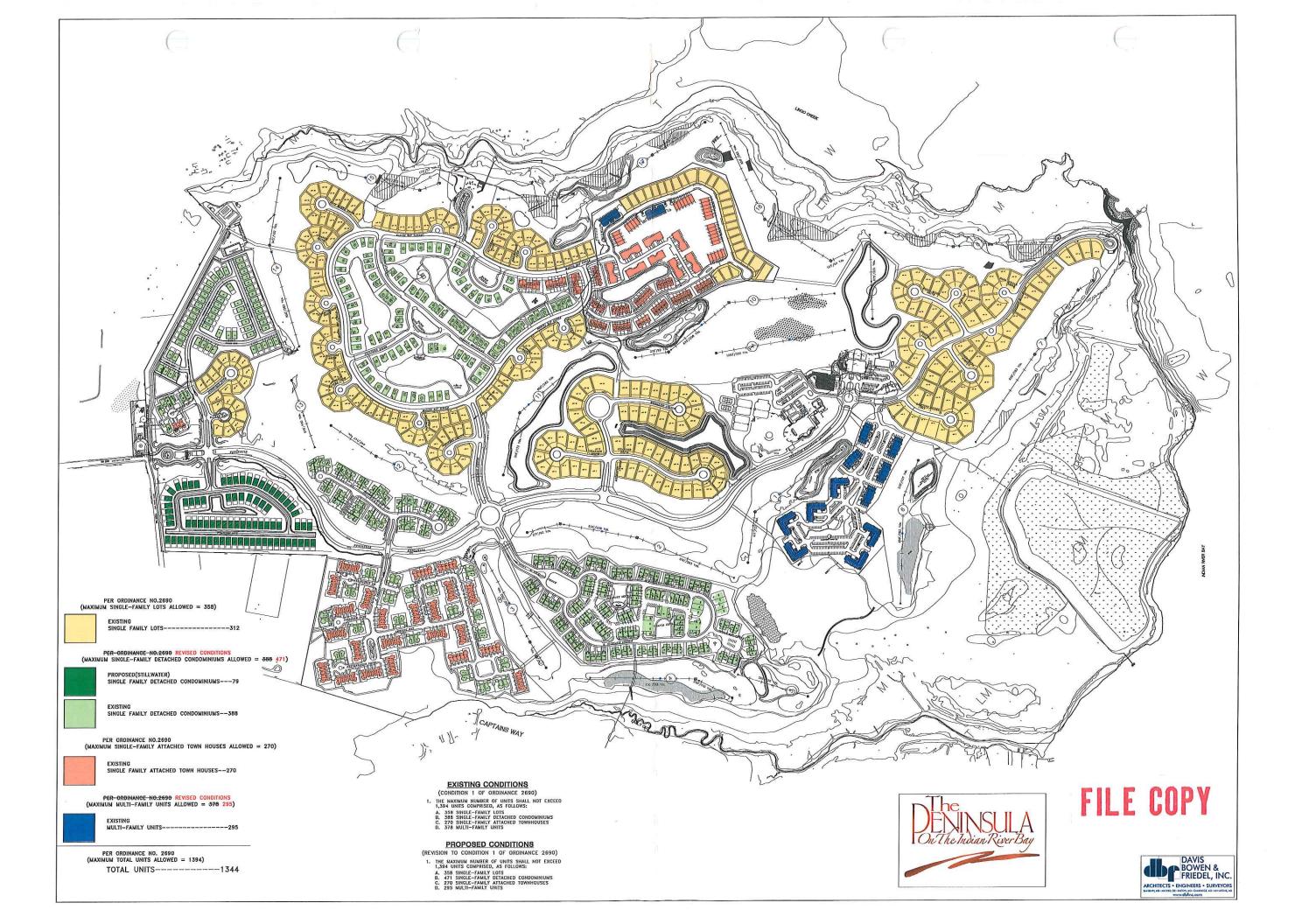
Public Hearing/ CU 2239 A Public Hearing was held on the Proposed Ordinance entitled "AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A B-1 NEIGHBORHOOD BUSINESS DISTRICT AND A GR GENERAL RESIDENTIAL DISTRICT FOR A GENERAL CONTRACTING BUSINESS TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 1.08 ACRES, MORE OR LESS" (Conditional Use No. 2239) filed on behalf of Coastal Services, LLC (Tax I.D. No. 134-9.00-67.00) (911 Address: 30430 & 30432 Cedar Neck Rd., Ocean View).

The Planning and Zoning Commission held a Public Hearing on this application on September 24, 2020 at which time action was deferred. On October 8, 2020, the Commission recommended approval with conditions.

(See the minutes of the Planning and Zoning Commission dated September 24 and October 8, 2020.)

Jamie Whitehouse, Planning and Zoning Director, presented the application.

The Council found that Mackenzie Peet, Attorney, was present on behalf of the Applicant (George Elliott). She stated that Mr. Elliott is the founder, owner, and operator of Coastal Services, LLC, a full service general contracting business; that Mr. Elliott purchased land (GR zoned) behind his business and combined the lots – so the B-1 lot was combined with the GR lot creating a split-zoned property; that the business is a permitted use



ORDINANCE NO. 2818

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING MAP OF SUSSEX COUNTY FROM A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT – RESIDENTIAL PLANNED COMMUNITY TO A MR-RPC MEDIUM DENSITY RESIDENTIAL DISTRICT- RESIDENTIAL PLANNED COMMUNITY TO AMEND CONDITIONS OF APPROVAL OF CHANGE OF ZONE NO. 1883 (ORDINANCE NO. 2690) AND CHANGE OF ZONE NO. 1475 (ORDINANCE NO. 1573) RELATING TO THE MAXIMUM NUMBER AND TYPES OF HOUSING PERMITTED FOR A CERTAIN PARCEL OF LAND LYING AND BEING IN INDIAN RIVER HUNDRED, SUSSEX COUNTY, CONTAINING 778.39 ACRES, MORE OR LESS

WHEREAS, on the 30th day of August 2021, a zoning application, denominated Change of Zone No. 1936 was filed on behalf of OA-BP Marina Bay-Lakeside, LLC; and

WHEREAS, on the 4th day of November 2021, a public hearing was held, after notice, before the Planning and Zoning Commission of Sussex County and on the 18th day of November 2021 said Planning and Zoning Commission recommended that Change of Zone No. 1936 be approved and

WHEREAS, on the 30th day of November 2021, a public hearing was held, after notice, before the County Council of Sussex County and the County Council of Sussex County has determined, based on the findings of facts, that said change of zone is in accordance with the Comprehensive Development Plan and promotes the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of Sussex County,

NOW, THEREFORE, THE COUNTY OF SUSSEX HEREBY ORDAINS:

Section 1. That Chapter 115, Article II, Subsection 115-7, Code of Sussex County, be amended by deleting from the Comprehensive Zoning Map of Sussex County the zoning classification of [MR-RPC Medium Density Residential District-Residential Planned Community] and adding in lieu thereof the designation of MR-RPC Medium Density Residential District-Residential Planned Community as it applies to the property hereinafter described.

Section 2. The subject property is described as follows:

ALL that certain tract, piece or parcel of land lying and being situate in Indian River Hundred, Sussex County, Delaware, and lying on the south end of Bay Farm Road (S.C.R. 299) and the south side of Trinity Road (S.C.R. 299A) and being more particularly described in the attached legal description prepared by McCrone, Inc., said parcel containing 778.39 acres, more or less.

This Ordinance shall take effect immediately upon its adoption by majority vote of all members of the County Council of Sussex County, Delaware.

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 2818 ADOPTED BY THE SUSSEX COUNTY COUNCIL ON THE 7TH DAY OF DECEMBER 2021.

ROBIN A. GRIFFITH CLERK OF THE COUNCIL

The Council found that the Change of Zone was appropriate legislative action based on the following Findings of Fact:

- A. This is the application of OA-BP Marina Bay-Lakeside, LLC to amend the Comprehensive Zoning Map of Sussex County from a MR-RPC Medium Density Residential District Residential Planned Community to a MR-RPC Medium Density Residential District Residential Planned Community to amend conditions of approval of Change of Zone No. 1883 (Ordinance No. 2690) and Change of Zone No. 1475 (Ordinance No. 1573) relating to the maximum number and types of housing permitted for a certain parcel of land lying and being in Indian River Hundred, Sussex County, containing 778.39 acres, more or less (Tax I.D. Nos. 234-30.00-1.00 thru 430.00) (911 Address: None Available).
- B. Based on the record before the Planning and Zoning Commission and the hearing before the Sussex County Council, Council found that Zac Crouch with Davis, Bowen & Friedel, Inc., was present on behalf of the Applicant, together with Greg Tobias, of Ocean Atlantic; that the application is for the purpose of changing the type of some units; that this was previously done in July 2019 at which time the total number of units was reduced from 1404 to 1394; that at that time, some of the multi-family and single family units were changed, and no additional units were proposed; that this application is to maintain the 1394 units that was approved in July 2019, but to increase the single-family detached condominium units from 388 to 471 and to decrease the multifamily units from 378 to 295; that the total number will stay the same; and that these changes are being requested for marketing purposes.
- C. Based on the Planning & Zoning Commission's Findings (1 through 7), Council found that:
 - 1. This application merely seeks to amend the breakdown of home types within the existing Peninsula MR-RPC development. It does not affect the total number of units permitted within the MR-RPC.
 - 2. Currently, Ordinance No. 2690 permits the following:

358 Single – Family Lots
388 Single – Family Detach

388 Single – Family Detached Condominium Units

270 Single – Family Attached Townhouses

378 Multi – Family Condominium Units

3. This proposed revision seeks to amend the breakdown of unit types, while keeping the maximum number of units at 1,394, as follows:

358 Single – Family Lots

471 Single – Family Detached Condominium Units

270 Single - Family Attached Townhouses

295 Multi – Family Condominium Units

4. The revision does not affect the density of the MR-RPC, and it will not create any additional traffic or impacts upon roadways.

- 5. As an MR-RPC, this revision will trigger amendments to the approved site plans for the development. As part of that process, various agencies will still review and approve the changed site plans. This will include the Sussex Conservation District's review of how the changes may affect the stormwater management system's design, construction, and operation within the development.
- 6. This recommendation is subject to all of the conditions of approval of Ordinance Nos. 2690 and 1573 that are not affected by this revision to the number of housing types permitted within the MR-RPC.
- 7. For all of these reasons, it is recommended that this Application should be approved, but with the condition that a revised Master Plan shall be submitted to the Planning & Zoning Commission within 6 months of approval of this Ordinance by County Council showing the distribution of the approved housing mix across the entire MR-RPC in table form.
- D. Based on the record created before the Planning and Zoning Commission and the Sussex County Council, the Council approved this Application.

PENINSULA

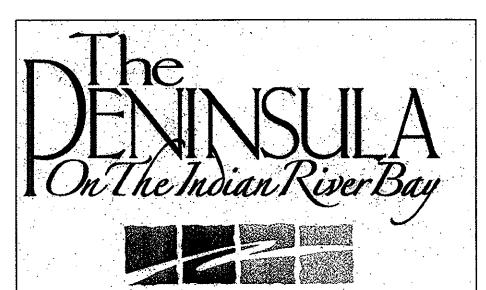
SITE PLAN FOR LAKESIDE VILLAGE

SUSSEX COUNTY, DELAWARE

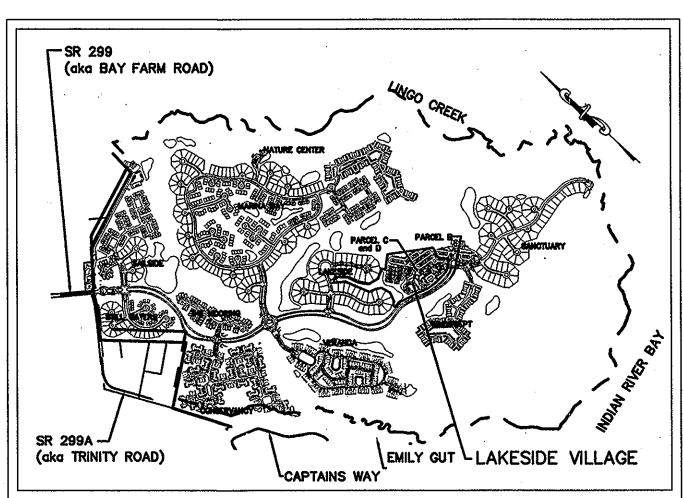
SEPTEMBER 2004

PENINSULA AT LONGNECK, LLC

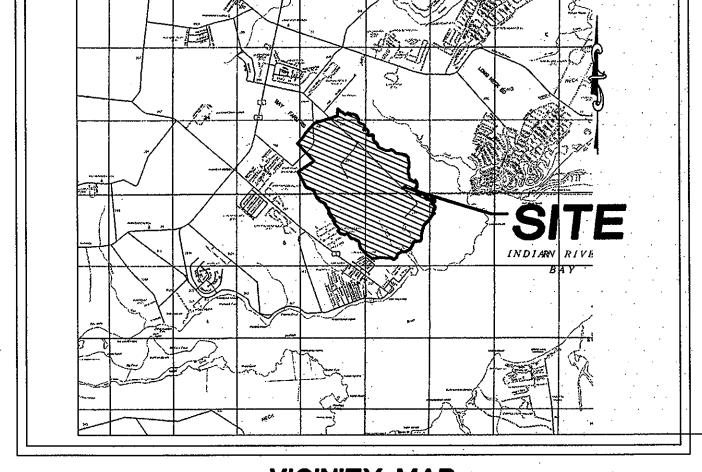
LEGEND EASEMENT **BUILDING SETBACH** SPOT ELEVATION FLOW ARROW **PAVEMENT** SIDEWALK WATER LINE WATER VALVE FIRE HYDRANT SANITARY SEWER FORCE MAIN PUMP STATION -----15SD --STORM DRAIN STORM DRAIN INLET UTILITY POLE WOODS LINE $\sim\sim\sim$ TREE/SHRUB CONCRETE MONUMENT FOUND CAPPED IRON PIN SET FLOOD LINES "404" NON TIDAL WETLANDS LINE STATE OF DELAWARE WETLANDS T = TIDAL MUD FLATSO = UPLAND LM = LOW MARSH M = MARSHW = WATER $B \Rightarrow BEACH$ LIGHTS PEDESTRIAN / BIKE PATH BOARDWALK



NATURE TRAIL







VICINITY MAP N.T.S.

CONSTRUCTION NOTES

THESE DRAWINGS SHOW INFORMATION OBTAINED FROM THE AVAILABLE RECORDS REGARDING PIPES, CONDUITS, TELEPHONE LINES AND OTHER STRUCTURES AND CONDITIONS WHICH EXIST ALONG THE LINES OF WORK AT AND BELOW THE SURFACE OF THE GROUND. THE OWNER AND ENGINEER DISCLAIM ANY RESPONSIBILITIES FOR THE ACCURACY OR COMPLETENESS OF SAID INFORMATION BEING SHOWN ONLY FOR THE CONVENIENCE OF THE CONTRACTOR WHO MUST VERIFY THE INFORMATION TO HIS OWN SATISFACTION. IF THE CONTRACTOR RELIES ON SAID INFORMATION, HE DOES SO AT HIS OWN RISK. THE GIVING OF THE INFORMATION ON THE CONTRACT DRAWINGS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATIONS TO SUPPORT AND PROTECT ALL PIPES, CONDUITS, TELEPHONE LINES AND OTHER STRUCTURES.

- ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO THE DRAWINGS, SPECIFICATIONS, LOCAL BUILDING CODES, AND THE STANDARD SPECIFICATIONS.
- WATER LINES AND SANITARY FORCE MAIN WILL BE INSTALLED AT A DEPTH THAT WILL PROVIDE 48" COVER OVER THE PIPES BELOW PROPOSED GRADE UNLESS SHOWN OTHERWISE ON THESE PLANS OR DIRECTED OTHERWISE BY THE ENGINEER IN THE FIELD. ALL DISTURBED AREAS SHALL BE SMOOTHLY GRADED TO PROMOTI POSITIVE DRAINAGE AND STABILIZED WITH TOPSOIL, SEED AND MULCH.

IF SETTLEMENT OCCURS, TOPSOIL, SEEDING AND MULCH SHALL BE

- REPEATED UNTIL SETTLEMENT SUBSIDES. (SEE EROSION AND SEDIMENT CONTROL DETAILS AND SPECIFICATIONS.) THE CONTRACTOR SHALL NOTIFY THE FOLLOWING TWO (2) WEEKS PRIOR TO THE START OF CONSTRUCTION AND SHALL COORDINATE ALL CONSTRUCTION
 - TIDEWATER UTILITIES 1-302-945-8880 SHOULD ANY DAMAGE OCCUR TO EXISTING UTILITIES, IT SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL CONTACT CONECTIV POWER DELIVERY AT 1-800-375-7117 PRIOR TO COMMENCING WORK WITHIN THE PROXIMITY OF ANY
- ALL DRAINAGE STRUCTURES AND TRENCHES SHALL REMAIN FUNCTIONAL DURING CONSTRUCTION.
- THE OWNER IS RESPONSIBLE FOR THE ACQUISITION OF ALL EASEMENT, BOTH TEMPORARY AND PERMANENT.
- ALL WATER VALVES, BOXES AND HYDRANTS SHALL BE SET AND ADJUSTED 10. TRENCHES SHALL NOT REMAIN OPEN OVERNIGHT. IF IT IS NECESSARY FOR
- TRENCHES TO REMAIN OPEN, STEEL PLATES CAPABLE OF BEARING TRAFFIC SHALL BE USED TO COMPLETELY COVER THE TRENCH OPENINGS. 11. WHEREVER SEWER OR WATER MAINS OR SERVICES CROSS ONE ANOTHER,
- A MINIMUM VERTICAL CLEARANCE OF 18" SHALL BE PROVIDED BETWEEN THE BOTTOM OF THE WATER PIPE AND THE TOP OF THE SEWER PIPE. WHEREVER SEWER OR WATER MAINS OR SERVICES RUN PARALLEL TO EACH OTHER, A MINIMUM HORIZONTAL SEPARATION OF 10' SHALL BE
- 13. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ANY DEVIATION
- 14. ANY PROPERTY LINE MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED SOLELY AT THE CONTRACTOR'S EXPENSE.
- 15. THE CONTRACTOR SHALL VERIFY EXISTING INVERTS PRIOR TO CONSTRUCTION OF UNDERGROUND UTILITIES. TEST PITTING OF EXISTING LINES PRIOR TO CONSTRUCTION, IF NECESSARY, SHALL BE COORDINATED WITH THE OWNER.

- 16. THE CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL SURVEY CONTROL PRIOR TO STAKING OUT CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH
- 17. MAINTAIN 12" MINIMUM COVER OVER STORMDRAIN PIPES.
- 18. CONTRACTOR SHALL COORDINATE CIVIL DRAWINGS WITH LANDSCAPE DRAWINGS, IRRIGATION, TEMPORARY SALE CENTER AND GOLF COURSE PLANS.
- 19. END WATER MAINS AND SEWERS ONE PIPE LENGTH BEYOND THE END OF ANY PAVEMENTS TEMPORARY ENDS.
- 20. ALL PIPE LENGTHS DO NOT INCLUDE FLARED END SECTIONS.
- 21. ALL REINFORCED CONCRETE PIPE SHALL BE CLASS IV OR SPECIFIED OTHERWISE. ALL HIGH DENSITY POLYETHLENE PIPE SHALL BE SMOOTH FLOW INTERIOR, ADS N-12.
- 22. ALL WORK PERFORMED WITHIN THE WETLAND SHALL BE PERFORMED IN ACCORDANCE WITH THE USCOE AND DNREC PERMIT REQUIREMENT.

SUSSEX COUNTY CONSTRUCTION NOTES:

- a. RIGHT-OF-WAY STAKES TO BE OFFSET A MINIMUM OF FIVE (5) FEET OUTSIDE THE
- b. STATION NUMBERS TO BE INDICATED ON EACH SIDE OF THE STAKE. c. THE CENTERLINE ROADWAY CUT AND CUT-LINE SHALL BE LOCATED ON THE SIDE OF
- THE STAKE WHICH FACES THE CENTERLINE. ALSO A "CL" DESIGNATION SHALL BE d. THE SWALE CUT AND CUT-LINE SHALL BE INDICATED ON THE OUTSIDE OF THE
- STAKE, WHILE ALSO CONTAINING A "SW" DESIGNATION.
- 2. THE CONTRACTOR SHALL PROVIDE TWO (2) WORKING DAYS NOTICE TO THE COUNTY INSPECTOR PRIOR TO PAVING. AT THIS TIME, THE INSPECTOR MAY REQUIRE THAT THE CONTRACTOR COMPLETE RELATED OR UNRELATED WORK ITEMS BEFORE PAVING MAY
- 3. SURFACE TREATMENT SHALL NOT BE APPLIED: (SURFACE TREATMENT NOT USED)
- a. AFTER NOVEMBER 1 OR PRIOR TO APRIL 1; OR
- b. WHEN THE TEMPERATURE IS BELOW 50° F; OR
- c. ON ANY WET OR FROZEN SURFACE.
- 4. HOT MIX SHALL NOT BE APPLIED:
- a. WHEN THE TEMPERATURE IS BELOW 40° F; OR
- b. ON ANY WET OR FROZEN SURFACE. 5. FOR ALL WOODED AREAS, A SUFFICIENT AREA BEYOND THE RIGHT-OF-WAY LINE SHALL BE CLEARED AND GRUBBED, TO
- 6. ALL DISTURBED AREAS MUST BE STABILIZED WITH 4-INCHES OF TOPSOIL, SEED AND MULCH.

ALLOW PROPER GRADING OF THE ROADWAY SWALE BACKSLOPES.

SANITARY SEWER DESIGN CALCULATIONS GAL_/PERSON/DAY

MARKET RESTAURANT FITNESS BATH HOUSE

6020 GALLONS X 4 = 24080 GPD

24080 GPD / (24X60) = 16.72 GPM

TOTAL=6020

DRAWING INDEX

- 1 COVER SHEET
- 2 EXISTING CONDITIONS PLAN
- 3 OVERALL SITE AND GRADING PLAN
- 4 LAKESIDE VILLAGE SITE PLAN
- 5 LAKESIDE VILLAGE GRADING PLAN
- 6 STORM DRAIN PLAN
- 7 STORM DRAIN PLAN
- 8 STORM DRAIN PROFILES
- 9 STORM DRAIN PROFILES
- 10 OVERALL SEWER EXPANSION PLAN
- 11 LAKESIDE VILLAGE SEWER MAIN PLAN 12 LAKESIDE VILLAGE WATER MAIN PLAN
- 13 ROAD, WATER & SANITARY SEWER PROFILES
- 14 FIRE MARSHAL SITE PLAN FOR PENINSULA
- 15 FIRE MARSHAL PLAN LAKESIDE VILLAGE
- 16 MISC. DETAILS
- 17 MISC. DETAILS
- 18 EROSION AND SEDIMENT CONTROL OVERALL PLAN
- 19 LAKESIDE VILLAGE EROSION AND SEDIMENT CONTROL PLAN
- 20 EROSION AND SEDIMENT CONTROL DETAILS
- 21 EROSION AND SEDIMENT CONTROL DETAILS
- 22 EROSION AND SEDIMENT CONTROL DETAILS
- 23 APPROVED RECORD MASTER PLANS SHEET 1 OF 2 APPROVED RECORD MASTER PLANS SHEET 2 OF 2
- ENGINEER'S CERTIFICATION K. SCOTT AJA, P.E. HEREBY CERTIFIES THAT THESE DRAWINGS HAVE BEEN PREPARED UNDER MY SUPERVISION:

DEVELOPER'S CERTIFICATION

THE DEVELOPER, PENINSULA AT LONGNECK, ILC, HEREBY CERTIFIES THAT THESE DRAWINGS HAVE BEEN APPROVED. SIGNATURE

SITE DATA

- . TOTAL PREDEVELOPMENT STATE & FEDERAL WETLANDS = 224.38 qc N.T.W. WETLANDS =48.3 ac.) STATE WETLANDS =176.07 ac.)
- _AKESIDE VILLAGE: TOTAL AREA = 12.69 ac.
- OTHER DEVELOPMENT AND LANDS = 765.461 a
- DATUM: VERTICAL DATUM IS BASED ON NGVD 88, HORIZONTAL DATUM DELAWARE STATE PLANE NAD 83.
- SANITARY SEWER SERVICE: PUBLIC SANITARY SEWER LONG NECK SANITARY SEWER
- - FINESS CENTER: 18.120 S.F. @ 1 SPACE PER 150 S.F. = 121 SPACES TENNIS CENTER: 407 S.F. @ 1 SPACE PER 150 S.F. = 3 SPACES RETAIL CENTER: 5714 S.F. @ 1 SPACE PER 200 S.F. = 29 SPACES
 - PLUS EMPLOYEE PARKING: ADMINISTRATIVE AND GOLF SHOP STAFF = 13 EMPLOYEES RECREATION AND MAINTENANCE STAFF = 19 EMPLOYEES

53 EMPLOYEES @ 1 SPACE PER 2 EMPLOYEES = 27 SPACES

- = 15 EMPLOYEES = 6 EMPLOYEES GOURMET MARKET = 53 EMPLOYEES
- TOTAL REQUIRED PARKING: 180 SPACES TOTAL PARKING PROVIDED: 182 SPACES TOTAL PARKING INCLUDING FUTURE PARKING = 206 SPACES
- FITNESS CENTER 48' ± (TO TOWER) RETAIL/CAFE TEMP. PRO SHOP

TENNIS BLDG

NOTES:

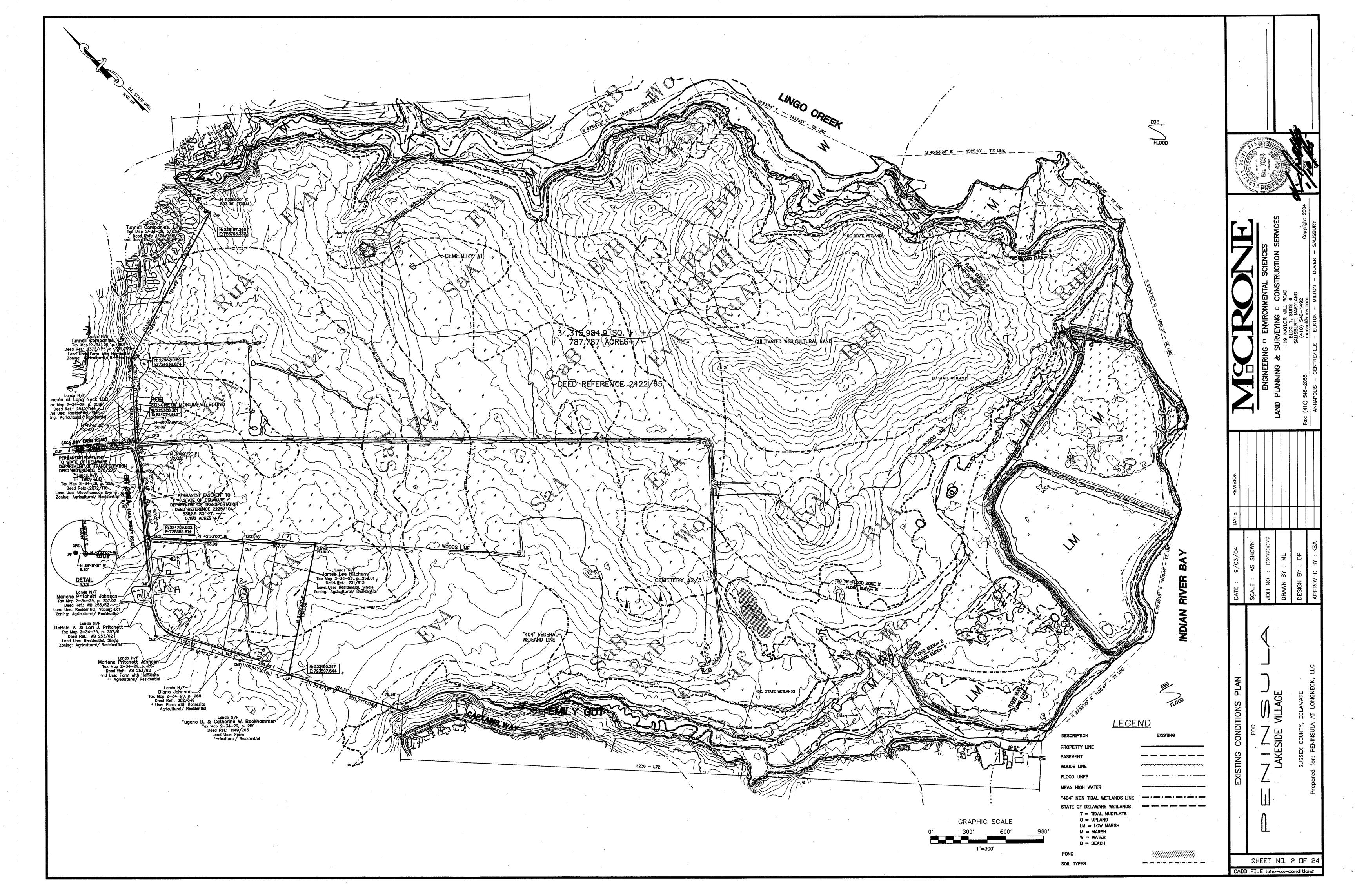
- 1. OWNER OF RECORD: PENINSULA AT LONGNECK, LLC McLEAN, VA 22101
 - C/O ODYSSEY DEVELOPMENT, INC 1495 CHAIN BRIDGE ROAD, SUITE 300 ATTN: LARRY GOLDSTEIN PHONE: (703) 748-5708 FAX: (703) 748-5718
- 119 NAYLOR MILL ROAD, SUITE (SALISBURY, MD 21801 ATTN: K. SCOTT AJA, PE PHONE: (410) 548-1492 FAX: (410) 548-2055
- 2. TAX MAP: 2-34-30, PARCEL 1 DEED REFERENCE: 2854/153
- 3. CURRENT ZONING: MR-RPC (MEDIUM DENSITY RESIDENTIAL DISTRICT-RESIDENTIAL PLANNED COMMUNITY) PER ORDINANCE NO. 1573.
- 4. PROPERTY IS LOCATED IN FLOOD ZONE AE (BASE FLOOD ELEVATIONS DETERMINED), AND ZONE X (AREAS DETERMINED TO BE OUTSIDE). AREA OF 500-YEAR FLOOD PLAIN AS PER FIRM COMMUNITY PANEL 10005C0485 F, DATED 6/16/95.
 - EVE EVESBORO LOAMY SAND, LOAMY SUBSTRATUM, 0 TO 2 PERCENT SLOPES EVB EVESBORO LOAMY SAND, LOAMY SUBSTRATUM, 2 TO 5 PERCENT SLOPES
 - Fg FALLSINGTON SANDY LOAM RUA - RUMFORD LOAMY SAND, LOAMY SUBSTRATUM, 0 TO 2 PERCENT SLOPES RUB - RUMFORD LOAMY SAND, LOAMY SUBSTRATUM, 2 TO 5 PERCENT SLOPES
 - SASSAFRAS SANDY LOAM, LOAMY SUBSTRATUM, 0 TO 2 PERCENT
 - SdB SASSAFRAS SANDY LOAM, LOAMY SUBSTRATUM, 2 TO 5 PERCENT
 - Wo WOODSTOWN SANDY LOAM

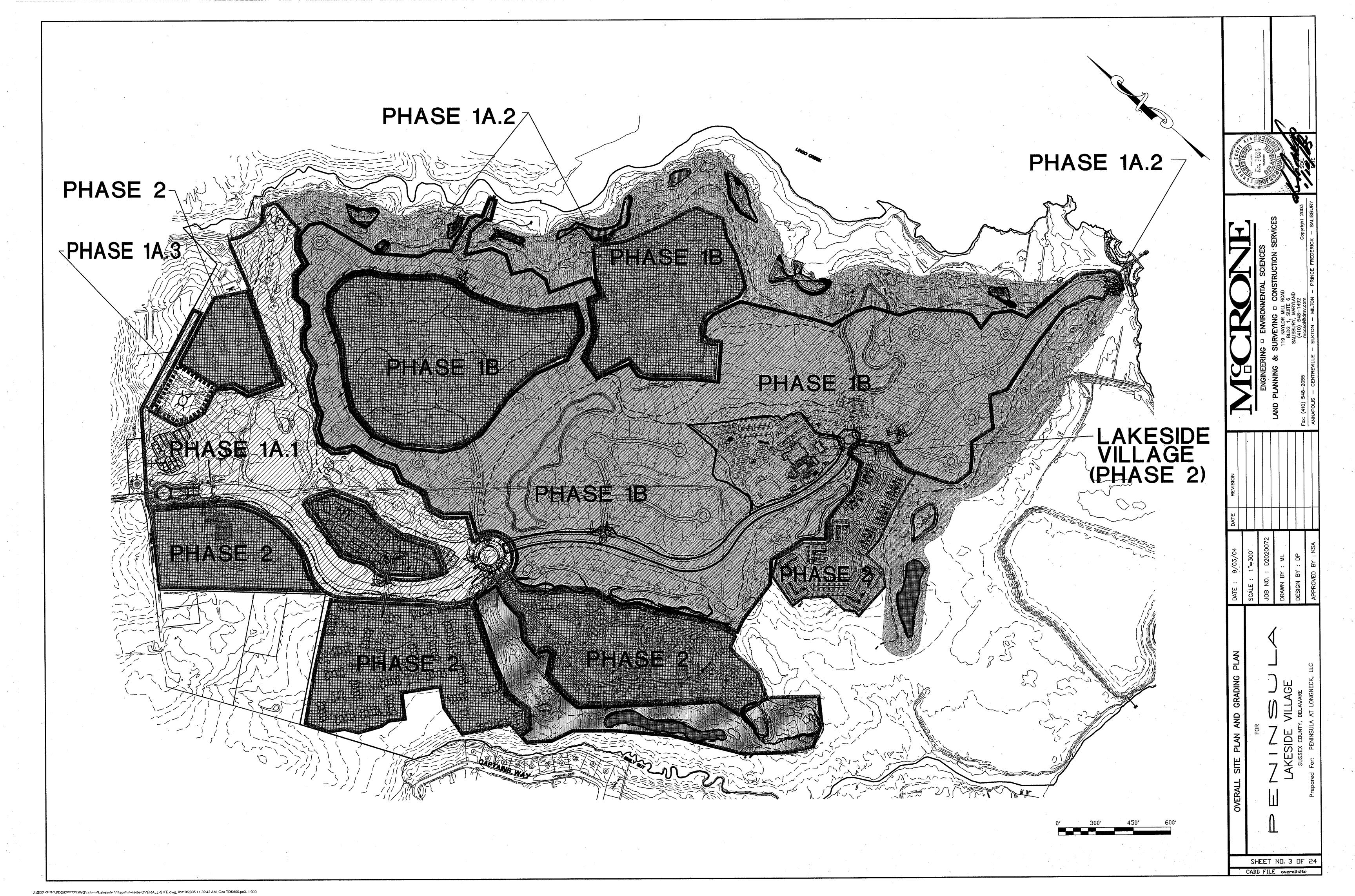
SUSSEX COUNTY ENGINEER

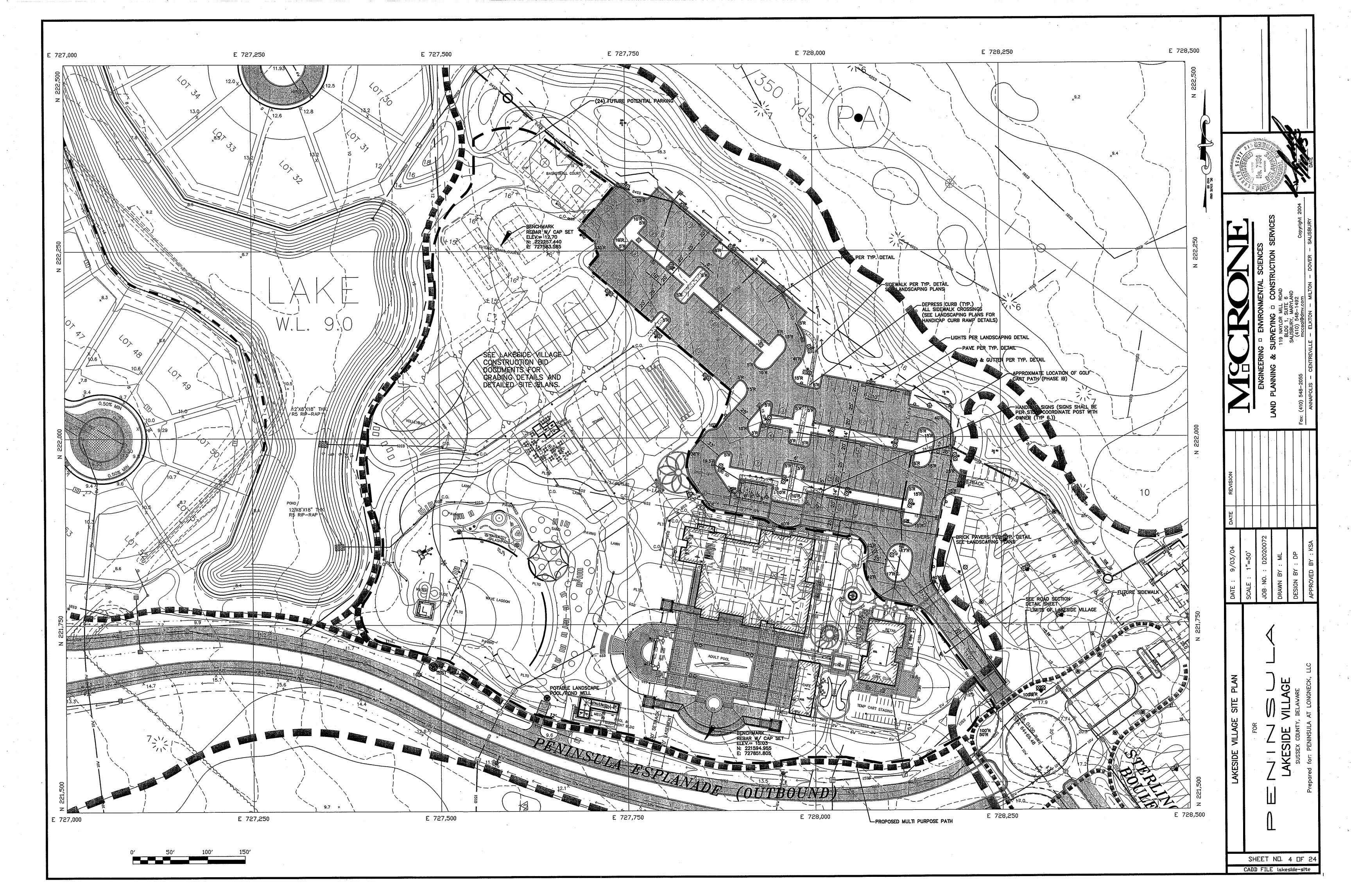
ENGINEER/SURVEYOR: McCRONE, INC

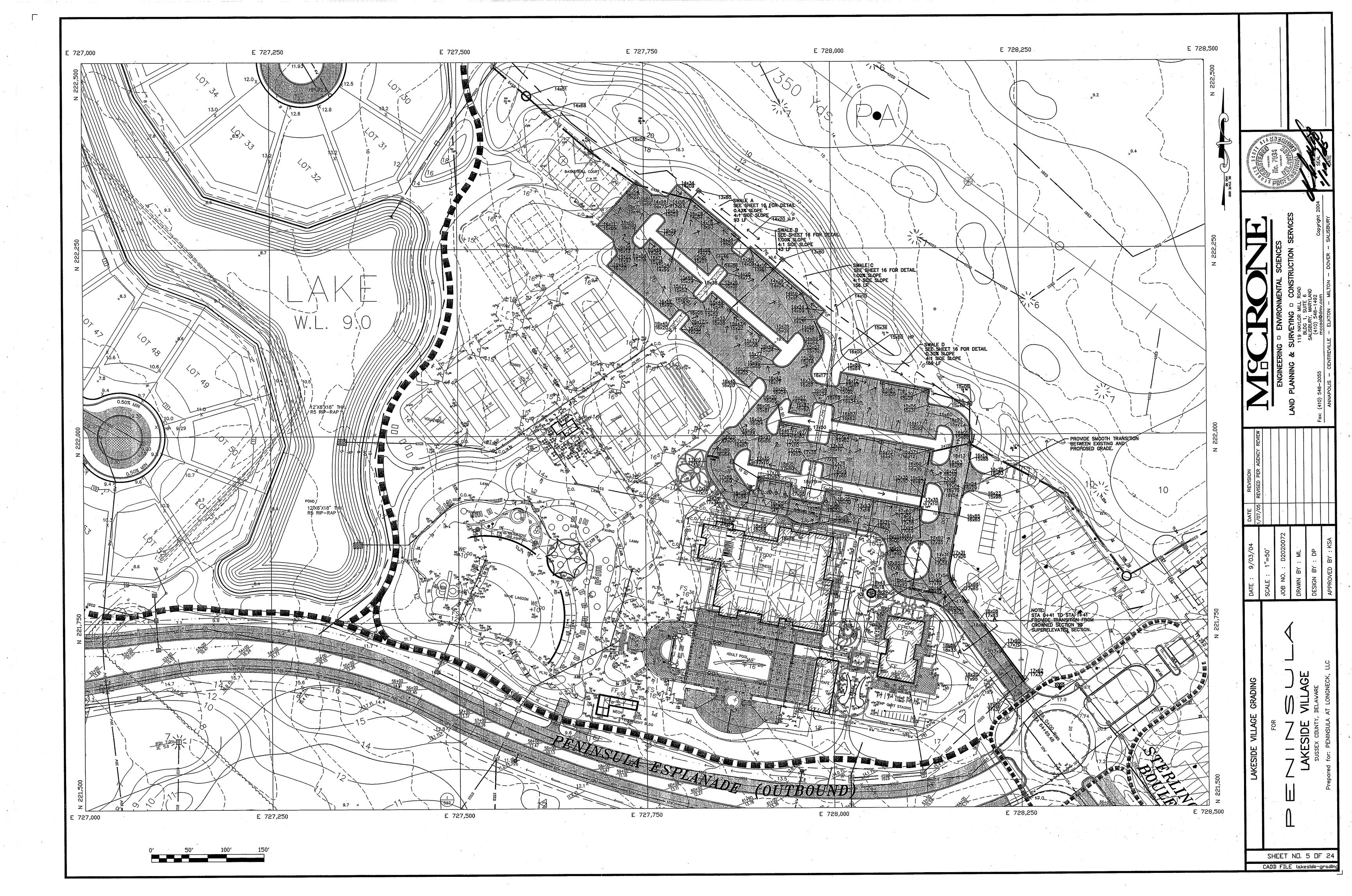
SHEET NO. 1 OF 24

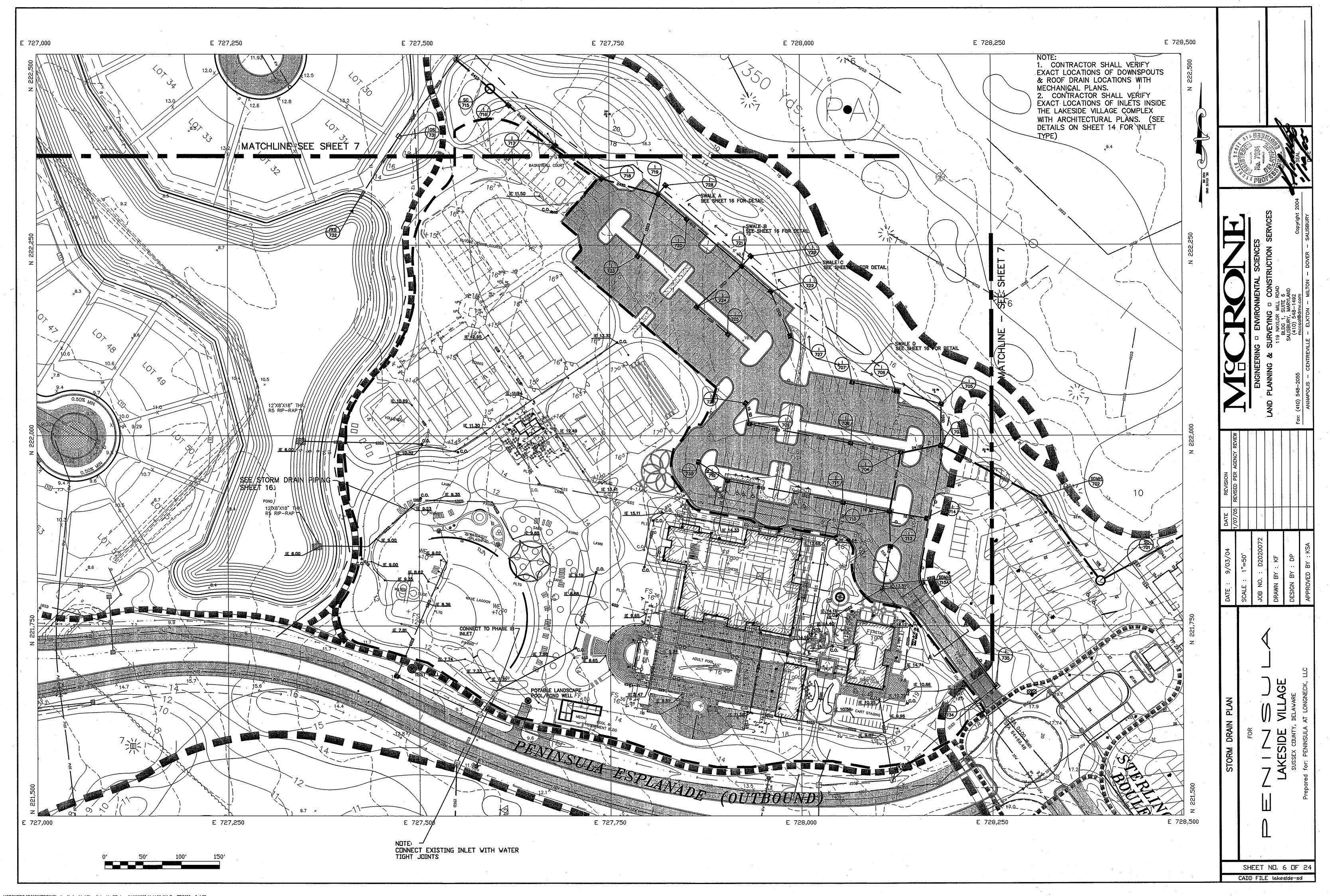
CADD FILE lakeside-cover

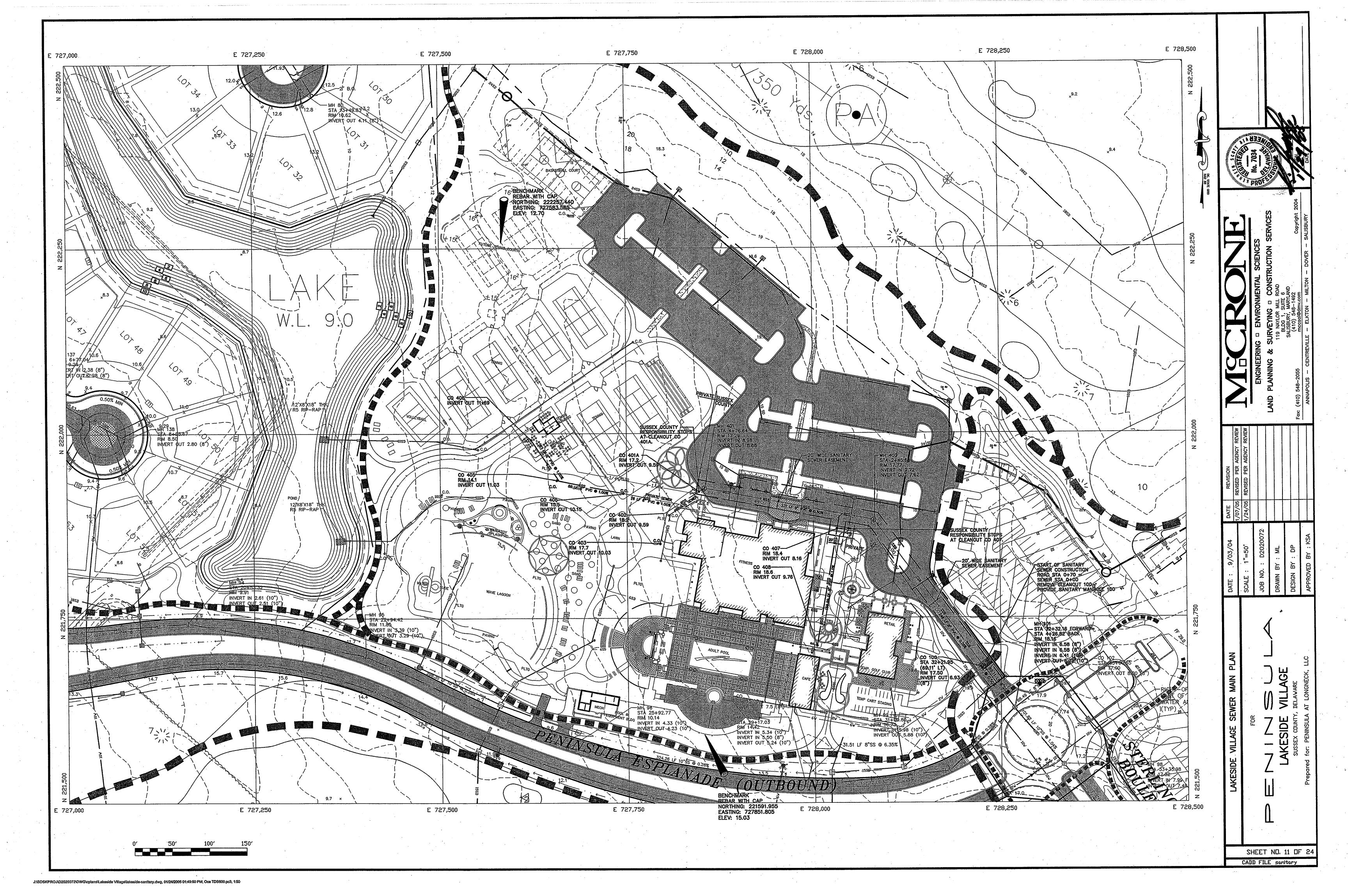


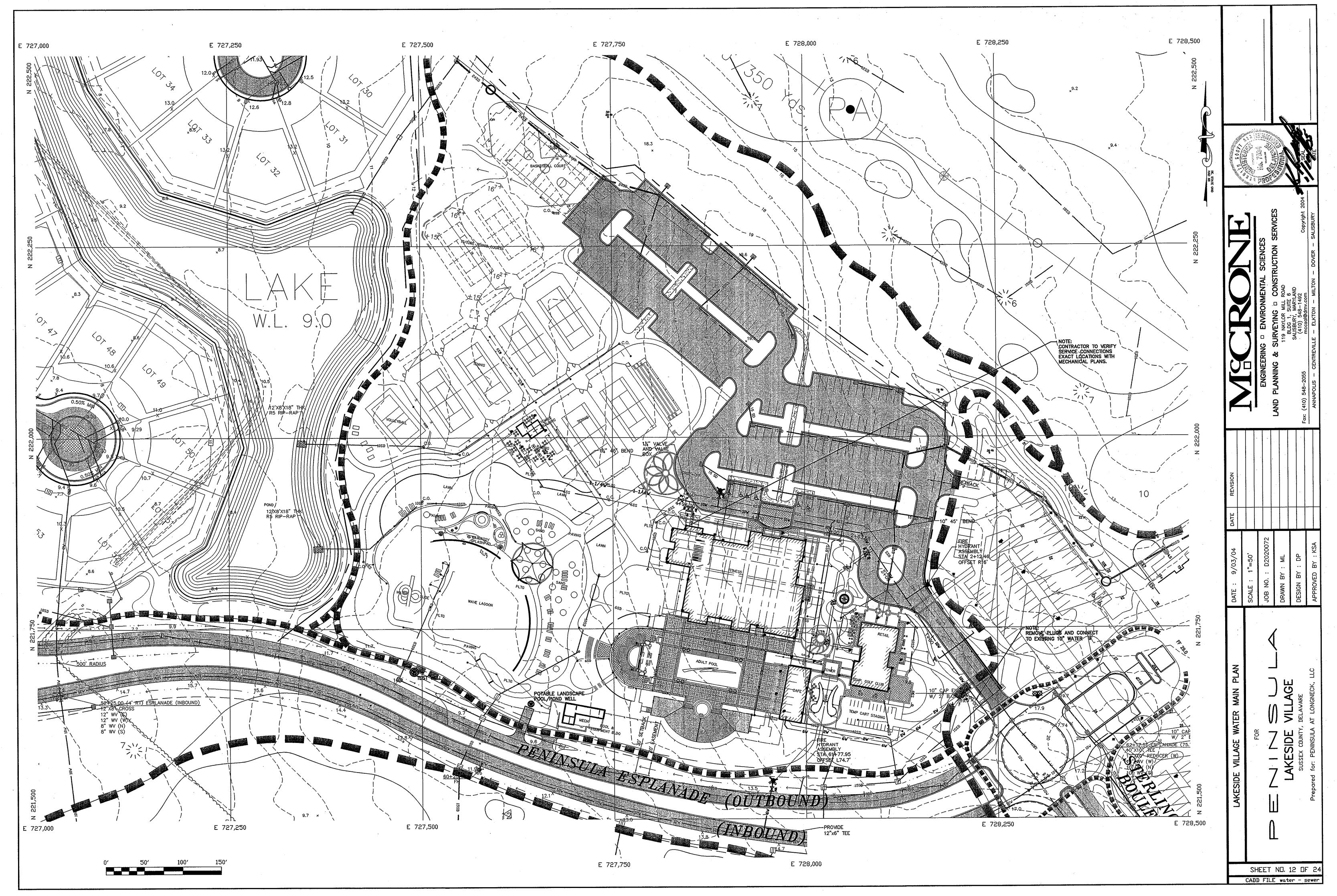


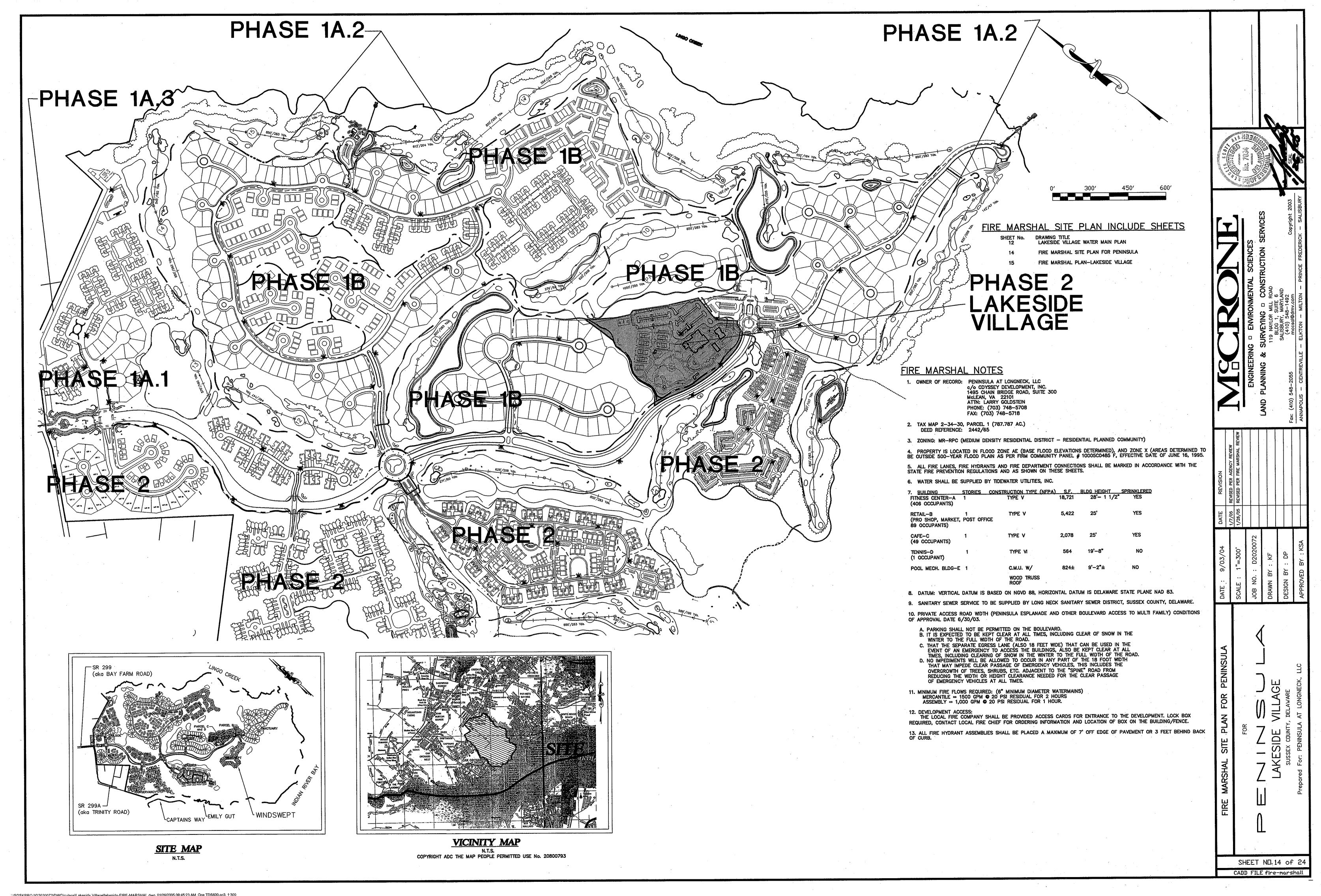


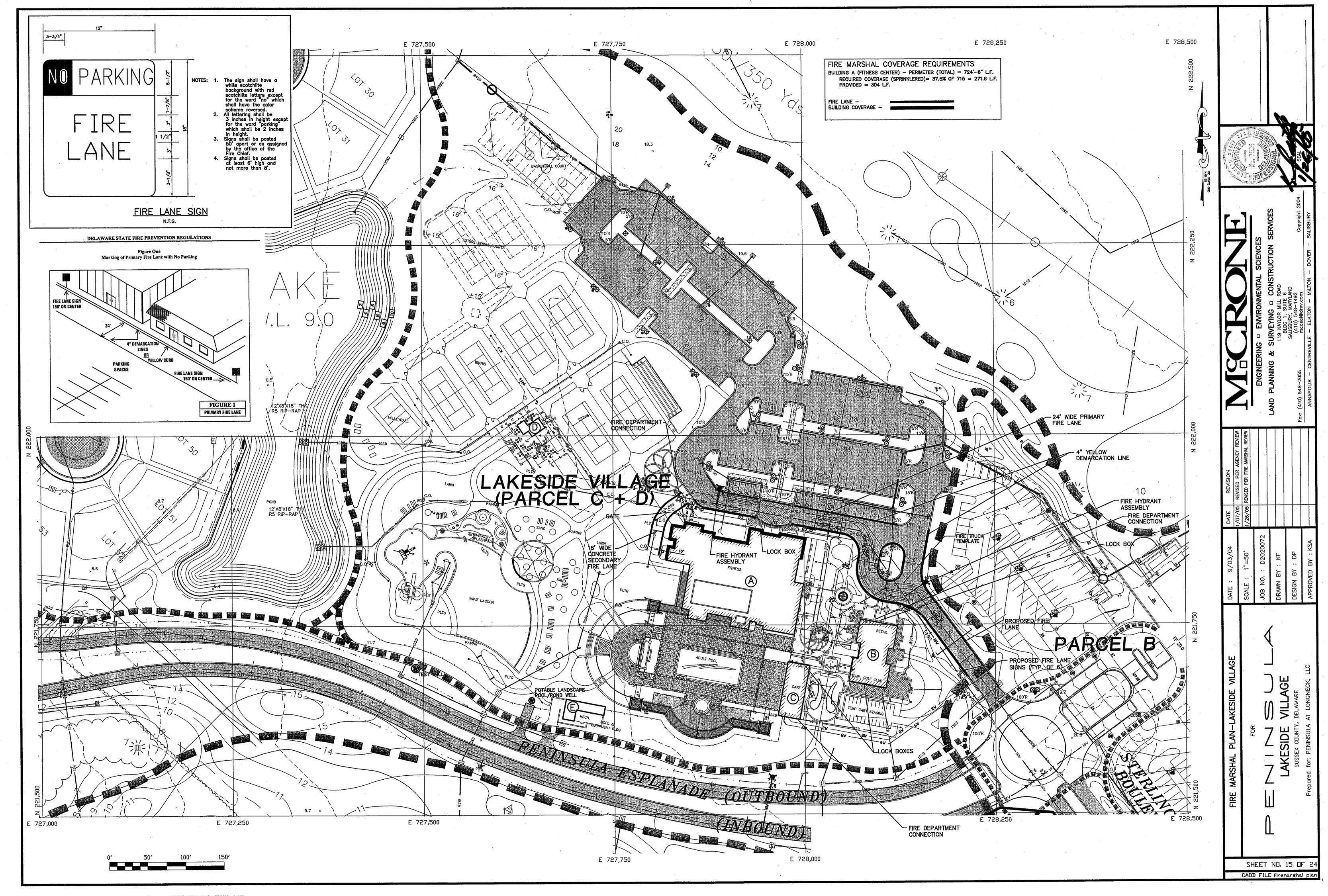


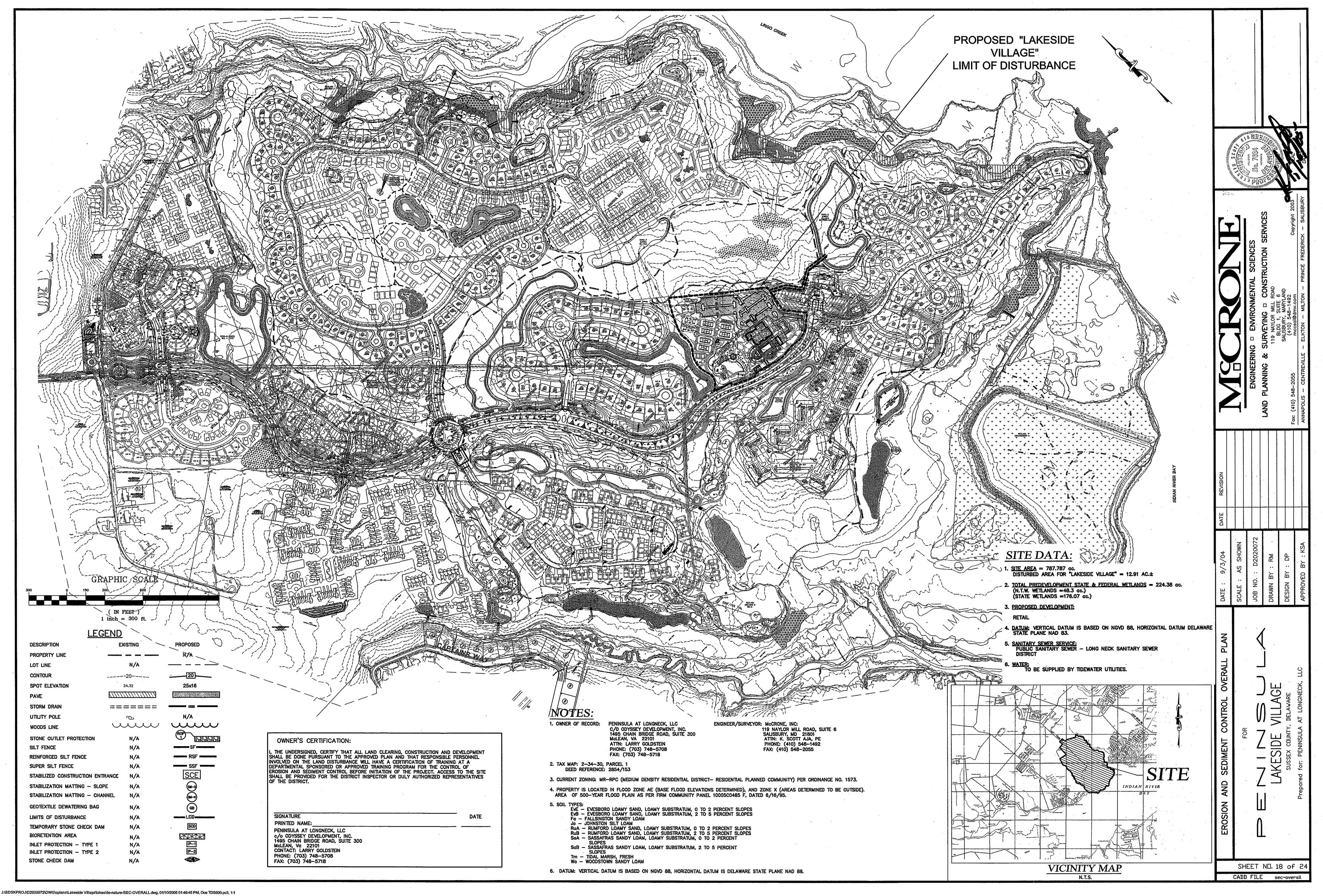


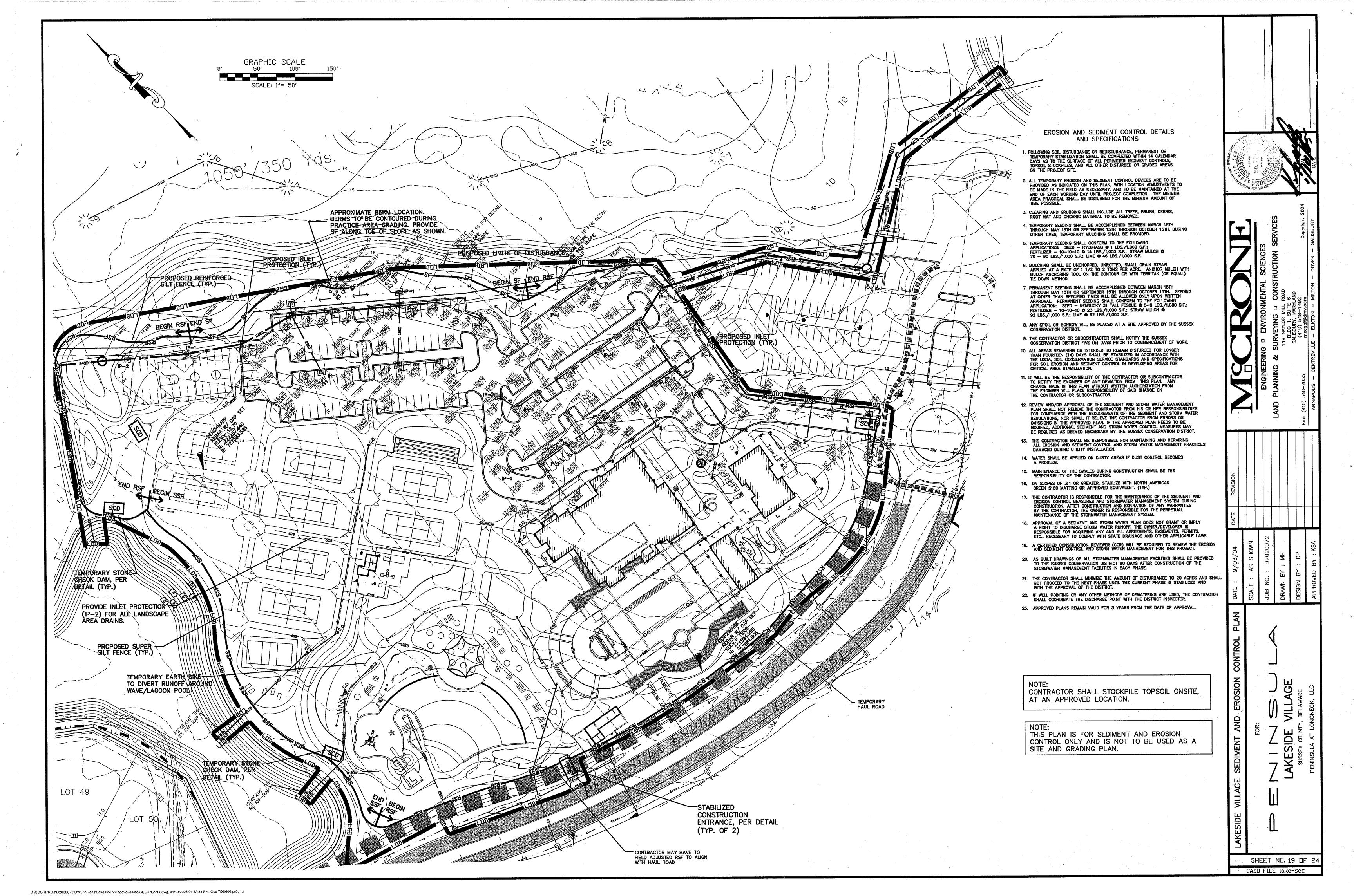




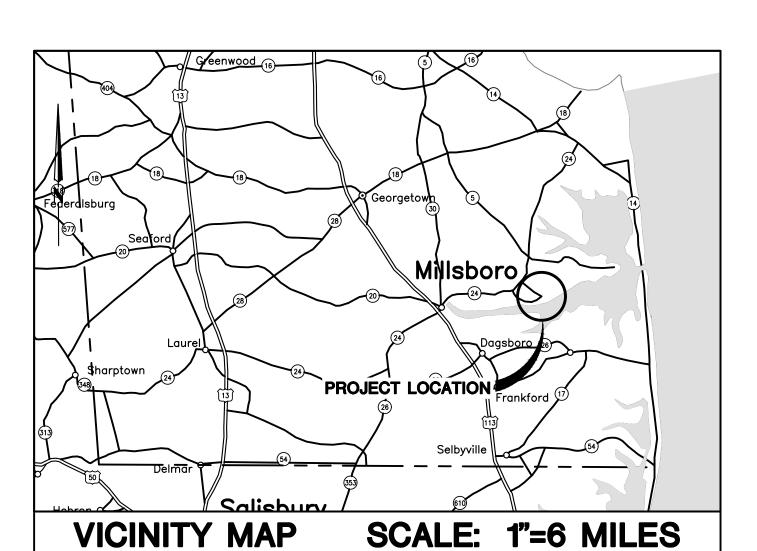








PENINSULA LAZY RIVER THE PENINSULA PHASE 2 LAKESIDE VILLAGE



LEGEND

CONCRETE SIDEWALK, CONCRETE PAD, OR CONCRETE PAVING

_____ X ____

_____24_____

_____...

EXISTING

______ X ______ FFNCE

----- SWALE

_____ 24____ CONTOUR

PROPERTY LINE OR RIGHT-OF-WAY LINE

×24.24 ×24.24 TC SPOT ELEVATIONS: SURFACE, TOP OF CURB

EDGE OF WOODS, LIMITS OF CLEARING LINE

— E — UNDERGROUND ELECTRIC LINE

———— T ———— UNDERGROUND TELEPHONE LINE

— — — — — — SEWER MAIN, MANHOLE, AND CLEANOUT

--- \longrightarrow \uparrow \longrightarrow \downarrow \longrightarrow WATER MAIN, HYDRANT, VALVE, AND METER

BITUMINOUS PAVING

ITEMS TO BE DEMOLISHED

ROAD SIGN, MAIL BOX

ABBREVIATIONS

DECIDUOUS TREE, EVERGREEN TREE, AND SHRUBS

DUCTILE IRON

BUILDING

=lacktriangler======= Stormdrain, manhole, and inlet

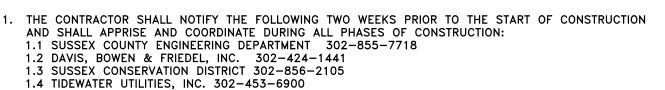
CURB, CURB AND GUTTER

——OH/E————OVERHEAD ELECTRIC LINE

----- G ------ UNDERGROUND GAS LINE

REVISED AMENITIES PLAN INDIAN RIVER HUNDRED SUSSEX COUNTY, DELAWARE DBF# 0818C061 **JULY 2022**

GENERAL NOTES



- 1.5 DEPARTMENT OF TRANSPORTATION, SOUTH DISTRICT PERMITS SUPERVISOR 302-853-1342 2. MISS UTILITY OF DELAWARE SHALL BE NOTIFIED THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO
- EXCAVATION, AT 1-800-282-8555. 3. BOUNDARY SURVEY BASED ON MINOR SUBDIVISION PLAN BY DAVIS, BOWEN & FRIEDEL INC FEBRUARY
- 2022. BASE TOPOGRAPHY PREPARED BY DAVIS, BOWEN & FRIEDEL INC. BOUNDARY AND TOPOGRAPHIC SURVEY DATA PROVIDED BY DAVIS, BOWEN & FRIEDEL INC.

4. THIS PROJECT USES DATUM NAD83 DELAWARE STATE PLANE.

ZONE "X" - AREA OF MINIMAL FLOODING.

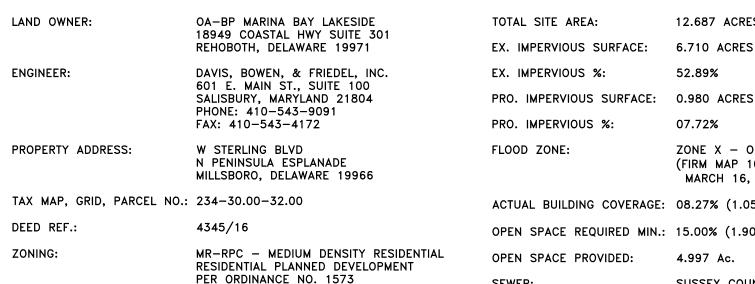
- CONTRACTOR SHALL PROVIDE STAKEOUT NECESSARY FOR THE INSTALLATION OF UTILITIES, STORM DRAINS, PAVING AND ALL OTHER SITE WORK INCLUDED IN THESE PLANS. ALL STAKEOUT WORK IS TO BE PERFORMED UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL LAND SURVEYOR REGISTERED IN
- 6. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEVIATION FROM THESE PLANS UNLESS
- 7. ACCORDING TO FEMA FLOOD INVENTORY MAP 10005C0481K, DATED: MARCH 16, 2015 THE SITE IS IN
- 8. THE DNREC SEDIMENT AND STORMWATER PROGRAM (OR DELEGATED AGENCY) SHALL BE NOTIFIED IN WRITING FIVE (5) DAYS PRIOR TO COMMENCING WITH CONSTRUCTION. FAILURE TO DO SO CONSTITUTES A VIOLATION OF THE APPROVED SEDIMENT AND STORMWATER MANAGEMENT PLAN.
- 9. REVIEW AND OR APPROVAL OF THE SEDIMENT AND STORMWATER MANAGEMENT PLAN SHALL NOT RELIEVE THE CONTRACTOR FROM HIS OR HER RESPONSIBILITIES FOR COMPLIANCE WITH THE REQUIREMENTS OF THE DELAWARE SEDIMENT AND STORMWATER REGULATIONS, NOR SHALL IT RELIEVE THE CONTRACTOR FROM ERRORS OR OMISSIONS IN THE APPROVED PLAN.
- 10. IF THE APPROVED PLAN NEEDS TO BE MODIFIED, ADDITIONAL SEDIMENT AND STORMWATER CONTROL MEASURES MAY BE REQUIRED AS DEEMED NECESSARY BY DNREC OR THE DELEGATED AGENCY.
- 11. FOLLOWING SOIL DISTURBANCE OR REDISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED FOR ALL PERIMETER SEDIMENT CONTROLS, SOIL STOCKPILES, AND ALL OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE WITHIN 14 CALENDAR DAYS UNLESS MORE RESTRICTIVE FEDERAL REQUIREMENTS APPLY.
- 12. ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL COMPLY WITH THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION.
- 13. AT ANY TIME A DEWATERING OPERATION IS USED, IT SHALL BE PREVIOUSLY APPROVED BY THE AGENCY CONSTRUCTION SITE REVIEWER FOR A NON-EROSIVE POINT OF DISCHARGE, AND A DEWATERING PERMIT SHALL BE APPROVED BY THE DNREC WELL PERMITTING BRANCH.
- 14. APPROVAL OF A SEDIMENT AND STORMWATER MANAGEMENT PLAN DOES NOT GRANT OR IMPLY A RIGHT TO DISCHARGE STORMWATER RUNOFF. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ANY AND ALL AGREEMENTS, EASEMENTS, ETC., NECESSARY TO COMPLY WITH STATE DRAINAGE AND OTHER
- 15. THE CONTRACTOR SHALL AT ALL TIMES PROTECT AGAINST SEDIMENT OR DEBRIS LADEN RUNOFF OR WIND FROM LEAVING THE SITE. PERIMETER CONTROLS SHALL BE CHECKED DAILY AND ADJUSTED AND/OR REPAIRED TO FULLY CONTAIN AND CONTROL SEDIMENT FROM LEAVING THE SITE. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT HAS REACHED HALF OF THE EFFECTIVE CAPACITY OF THE CONTROL. IN ADDITION, THE CONTRACTOR MAY NEED TO ADJUST OR ALTER MEASURES IN TIMES OF ADVERSE WEATHER CONDITIONS, OR AS DIRECTED BY THE AGENCY CONSTRUCTION SITE REVIEWER.
- 16. BEST AVAILABLE TECHNOLOGY (BAT) SHALL BE EMPLOYED TO MANAGE TURBID DISCHARGES IN ACCORDANCE WITH REQUIREMENTS OF 7. DEL C. CH 60, REGULATIONS GOVERNING THE CONTROL OF WATER POLLUTION, SECTION 9.1.02, KNOWN AS SPECIAL CONDITIONS FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES, AND DNREC POLICIES, PROCEDURES, AND GUIDANCE.
- 17. APPROVED PLANS REMAIN VALID FOR 3 YEARS FROM THE DATE OF APPROVAL.
- 18. POST CONSTRUCTION VERIFICATION DOCUMENTS ARE TO BE SUBMITTED TO THE DNREC SEDIMENT AND STORMWATER PROGRAM WITHIN 60-DAYS OF STORMWATER MANAGEMENT FACILITY COMPLETION.
- 19. THE NOTICE OF INTENT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER A NPDES GENERAL PERMIT FOR THIS PROJECT IS #XXXX. AT ANY TIME THE OWNERSHIP FOR THIS PROJECT CHANGES, A TRANSFER OF AUTHORIZATION OR A CO-PERMITTEE APPLICATION MUST BE SUBMITTED TO DNREC. THE PERMITTEE OF RECORD SHALL NOT BE RELIEVED OF THEIR RESPONSIBILITIES UNTIL A NOTICE OF TERMINATION HAS BEEN PROCESSED BY DNREC.

- 20. THE OWNER SHALL BE FAMILIAR WITH AND COMPLY WITH ALL ASPECTS OF THE NPDES CONSTRUCTION GENERAL PERMIT ASSOCIATED WITH THE PROJECT, INCLUDING, BUT NOT LIMITED TO, PERFORMING WEEKLY SITE INSPECTIONS DURING CONSTRUCTION AND AFTER RAIN EVENTS, AND MAINTAINING WRITTEN
- 21. BEFORE ANY EARTHWORK OR EXCAVATION TAKES PLACE, THE CONTRACTOR SHALL CALL MISS UTILITY AT 811 OR 1.800.282.8555 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, TO HAVE ALL EXISTING
- BE PROVIDED TO THE DEPARTMENT OR DELEGATED AGENCY TO VERIFY THAT THE PERMANENT OR FEMPORARY STABILIZATION HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLAN. THE DEPARTMENT OR DELEGATED AGENCY MAY REQUIRE ADDITIONAL SOIL TESTING AND REAPPLICATION OF PERMANENT OR TEMPORARY STABILIZATION IN ACCORDANCE WITH SPECIFICATIONS PROVIDED IN THE DELAWARE EROSION AND SEDIMENT CONTROL HANDBOOK, OR ALTERNATIVE MEASURES THAT PROVIDE
- 24. IT SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER TO MAINTAIN AND REPAIR ALL EROSION, SEDIMENT CONTROL AND STORMWATER MANAGEMENT PRACTICES AFTER COMPLETION AND APPROVAL OF ALL STORMWATER MANAGEMENT PRACTICES.
- 25. TEMPORARY VEGETATIVE COVER, MULCHING AND/OR SPRINKLING WITH WATER SHALL BE THE METHODS
- USED AS NECESSARY TO CONTROL DUST.
- 26. STABILIZATION MATTING SHALL BE NORTH AMERICAN GREEN SC150BN OR DNREC TYPE SSM-III. 27. ALL RIPRAP SHALL BE UNDERLAIN WITH MIRAFI 600X GEOTEXTILE OR DNREC TYPE GS-1.
- 28. THERE IS AN ESTIMATED XXXXX CY. OF SPOIL MATERIAL. EXCESS MATERIAL SHALL BE REMOVED FROM
- THE SITE AND DISPOSED OF IN A DNREC APPROVED MANNER.
- 29. ALL STORM DRAIN PIPING, INLET, MANHOLE, AND END SECTION INSTALLATION SHALL BE IN ACCORDANCE WITH SUSSEX COUNTY CONSTRUCTION STANDARDS.
- 30. ALL STORM DRAIN DESIGNATED AS RCP IS TO BE REINFORCED CONCRETE PIPE, MEETING AASHTO M 170 SPECIFICATIONS, STORM DRAIN SEE PIPE SCHEDULE FOR PIPE CLASSIFICATION.
- 31. PIPE SPAN LENGTHS ARE MEASURED FROM C/L OF STRUCTURE TO C/L OF STRUCTURE, WHERE APPLICABLE ARE ROUNDED TO THE NEAREST FOOT.
- 32. ALL SEALS MUST BE WATERTIGHT WITH NON SHRINK GROUT OR RUBBER GASKETS AND CONCRETE STRUCTURES MUST BE PRECAST OR POURED IN PLACE.
- 33. CONTRACTOR SHALL GRADE, TOPSOIL, SEED AND MULCH ALL DISTURBED AREAS OF CONSTRUCTION,
- INCLUDING PIPE INSTALLATION OR DITCH CONSTRUCTION. EROSION CONTROL MATTING SHALL BE PROVIDED ON ALL SLOPES GREATER THAN 3:1.
- 34. THE CONTRACTOR SHALL PROVIDE SEDIMENT CONTROL MEASURES TO PROTECT STOCKPILE AREAS AND STORAGE AREAS, ALL AREAS USED BY THE CONTRACTOR FOR STAGING OPERATIONS SHALL BE FULLY RESTORED BY THE CONTRACTOR LIPON COMPLETION OF THE PROJECT, IF THE STAGING AREA IS PAVED IT SHALL BE RESTORED TO ITS ORIGINAL CONDITION. IF THE STAGING AREA IS UNPAVED, IT SHALL BE RE-GRADED, TOPSOILED, SEEDED AND MULCHED TO THE SATISFACTION OF THE ENGINEER. ALL COSTS ASSOCIATED WITH RESTORATION OF THE STAGING AREA SHALL BE AT THE CONTRACTOR'S EXPENSE. IF THE ENGINEER DETERMINES THAT A SATISFACTORY STAND OF GRASS DOES NOT EXIST AT THE TIME OF FINAL INSPECTION, ALL COSTS ASSOCIATED WITH RE-ESTABLISHING A SATISFACTORY STAND OF GRASS SHALL BE AT THE CONTRACTOR'S EXPENSE.
- 35. EQUIPMENT AND/OR STOCKPILE MATERIAL SHALL NOT BE STORED IN THE DRIPLINE AREA OF ANY TREE.
- 36. IF THE APPROVED PLAN NEEDS TO BE MODIFIED, ADDITIONAL SEDIMENT AND STORMWATER CONTROL MEASURES MAY BE REQUIRED AS DEEMED NECESSARY BY THE SUSSEX CONSERVATION DISTRICT.
- 37. CORRUGATED POLYETHYLENE PIPE SHALL BE INSTALLED IN ACCORDANCE WITH DELDOT SPECIAL PROVISIONS 6125XX.

38. STABILIZATION MATTING SHALL BE NORTH AMERICAN GREEN SC150BN OR APPROVED EQUIVALENT.

- 39. ALL SIGNAGE WILL REQUIRE A SEPARATE PERMIT ISSUED BY THE COUNTY.
- 40. ALL CONSTRUCTION SHALL BE COMPLETED IN 1 SINGLE PHASE.
- 41. NO WETLANDS ARE FOUND ON SITE.

SITE DATA



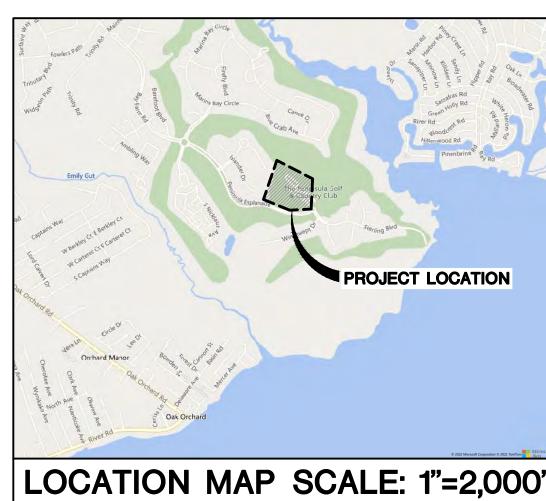
PER ORDINANCE NO. 1573 **BUILDING SETBACKS:** 35' FRONT SETBACK 10' SIDE SETBACK 36' REAR SETBACK

MAX BUILDING HEIGHT: **EXISTING USE:** ACTIVE RECREATIONAL PROPOSED USE: ACTIVE RECREATIONAL

PRO. IMPERVIOUS %: 07.72% ZONE X - OUTSIDE FLOODPLAIN (FIRM MAP 10005C0481K, DATED MARCH 16, 2015) ACTUAL BUILDING COVERAGE: 08.27% (1.05 Ac.) OPEN SPACE REQUIRED MIN.: 15.00% (1.90 Ac.) OPEN SPACE PROVIDED: 4.997 Ac. SUSSEX COUNTY WATER: TIDEWATER UTILITIES NO WETLANDS ARE FOUND ON SITE THIS PROPERTY IS NOT LOCATED WITHIN A WELLHEAD PROTECTION AREA ACCORDING TO COUNTY DATA. THIS PROPERTY IS LOCATED IN AN AREA OF FAIR GROUNDWATER RECHARGE,

12.687 ACRES

52.89%





TITLE SHEET

EXISTING & DEMOLITION PLAN

SITE PLAN KEY MAP

SITE PLAN

GRADING & DRAINAGE PLAN

EROSION & SEDIMENT CONTROL PLAN

EROSION & SEDIMENT CONTROL DETAILS

SITE DETAILS

SIGNATURE:	TITLE	DATE	
PRINT NAME:		<u> </u>	
KNOWLENGE AND RELIEF REPRESEN	TS GOOD ENGINEERING PRACTICES /	AS REQUIRED BY THE APPLICA	ABLE L
THE STATE OF DELAWARE.	TO GOOD ENGINEERING PRAGNOES /		

WETLAND STATEMENT

PRESIDENT OF THE SUSSEX COUNTY COUNCIL

CHAIRMAN OR SECRETARY OF THE SUSSEX COUNTY PLANNING COMMISSION

, UNDERSIGNED, STATE 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, 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 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.

IN ACCORDANCE WITH DNREC TIDAL WETLAND MAPS, THERE ARE NO STATE REGULATED WETLANDS ON THE SITE.

QUALIFIED	PROFESSIONAL	DATE	



601 E. MAIN ST., SUITE 100 SALISBURY, MARYLAND 21804 PHONE: 410-543-9091 FAX: 410-543-4172

ARCHITECTS ENGINEERS SURVEYORS

DATE

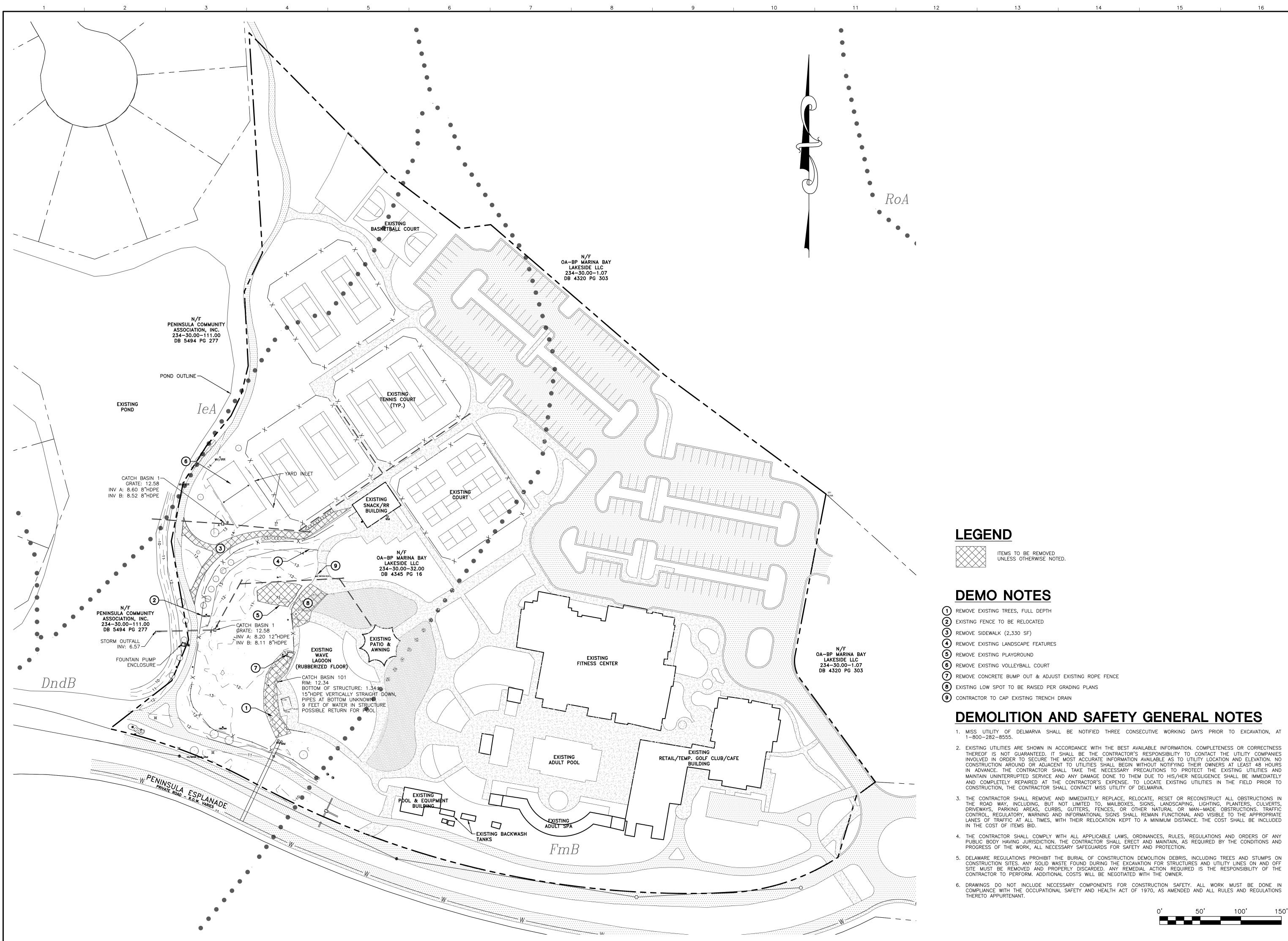
RIVE

S

INDIAN

1 2022-07-28 SUSSEX COUNTY
PARZ COMMENTS

DUNT



XIVEK E

PENINSULA LAZY RIVI INDIAN RIVER HUNDRED

REVISIONS:

REVISIONS:

2022-07-28 SUSSEX COUNTY
P&Z COMMENTS

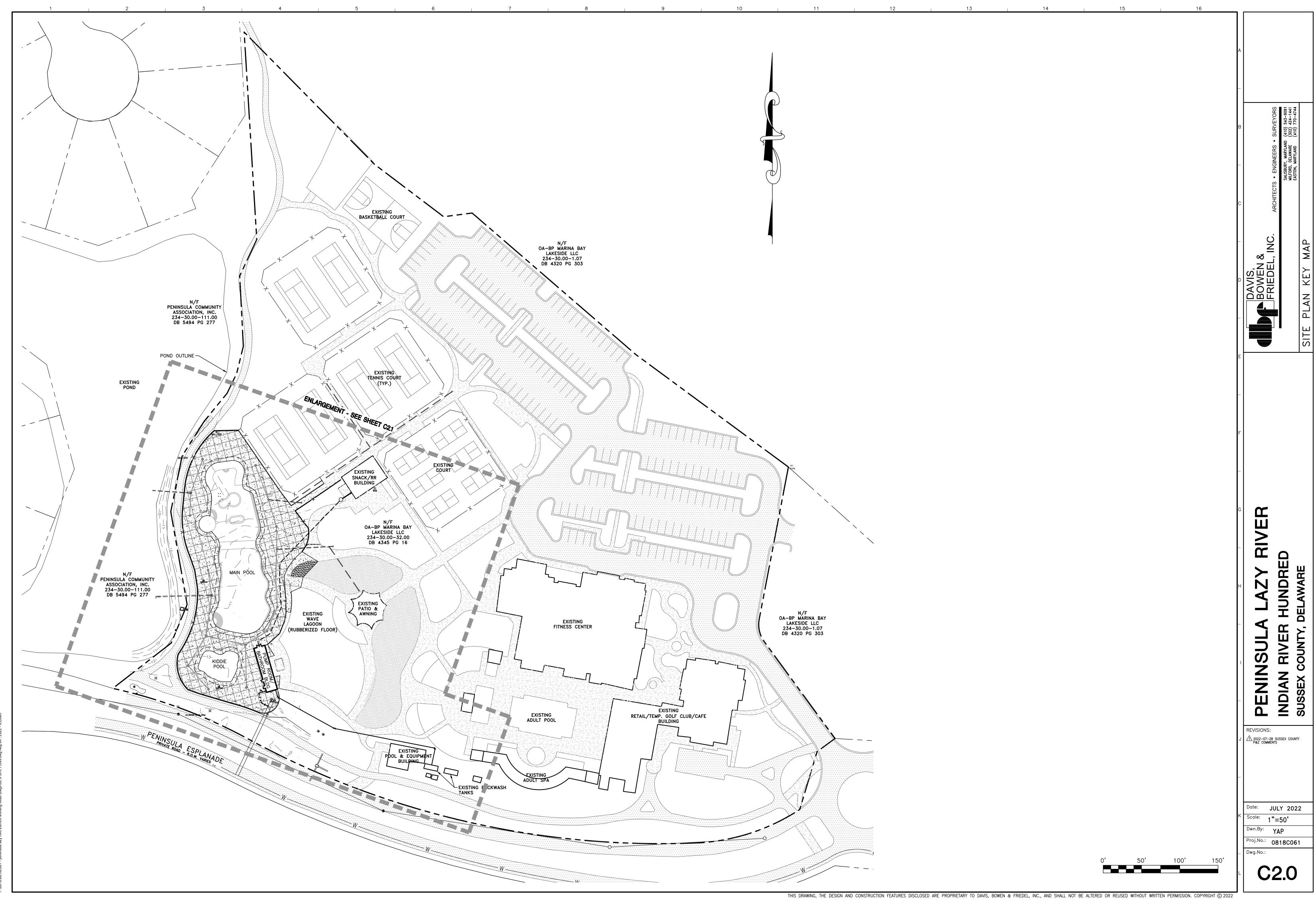
Date: JULY 2022

Scale: 1"=50'

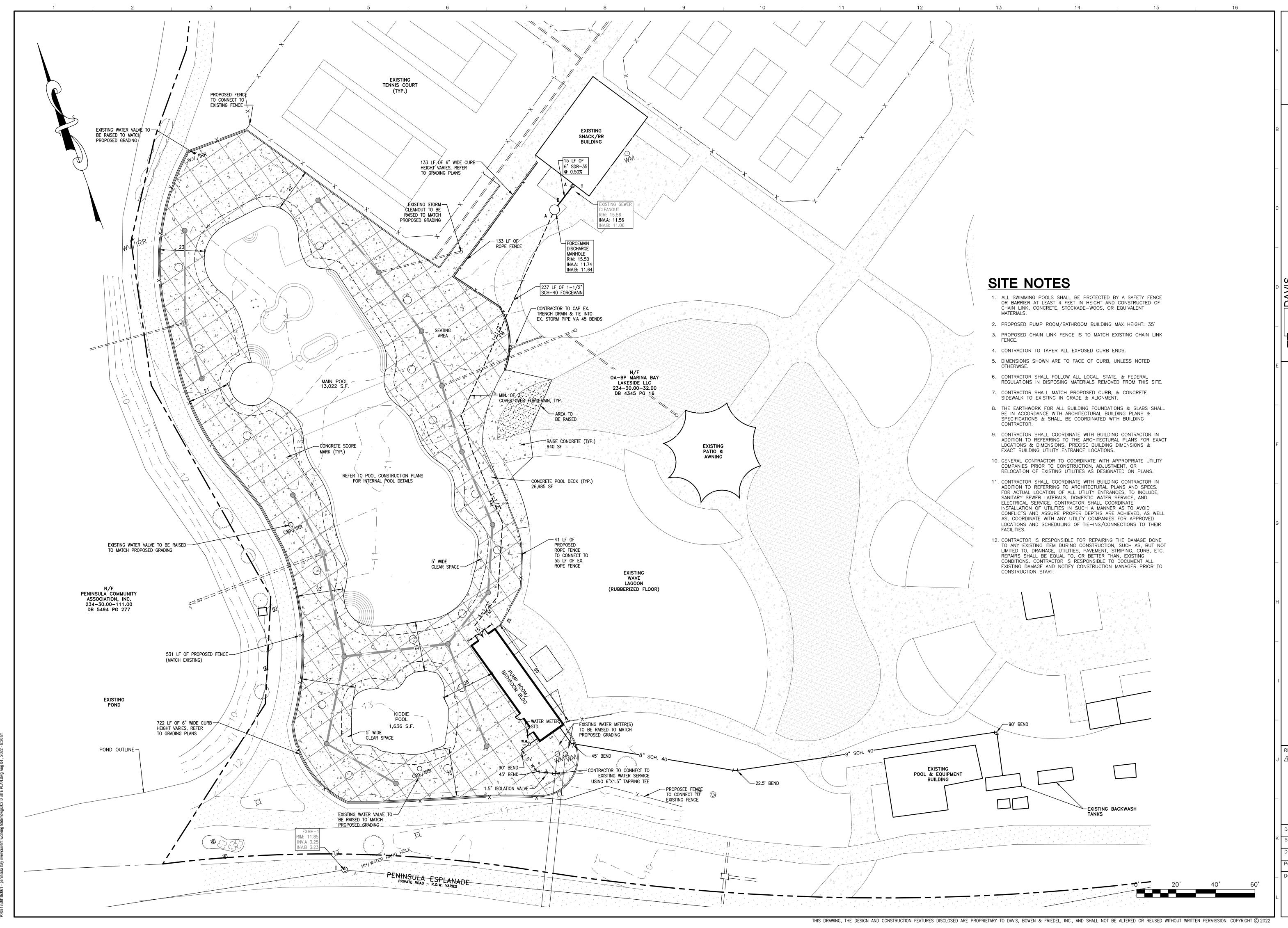
Dwn.By: YAP
Proj.No.: 0818C061

g.No.:

C1.0



C2.0



PENINSULA LAZY RIVEF INDIAN RIVER HUNDRED

REVISIONS:

1 2022-07-28 SUSSEX COUNTY
P&Z COMMENTS

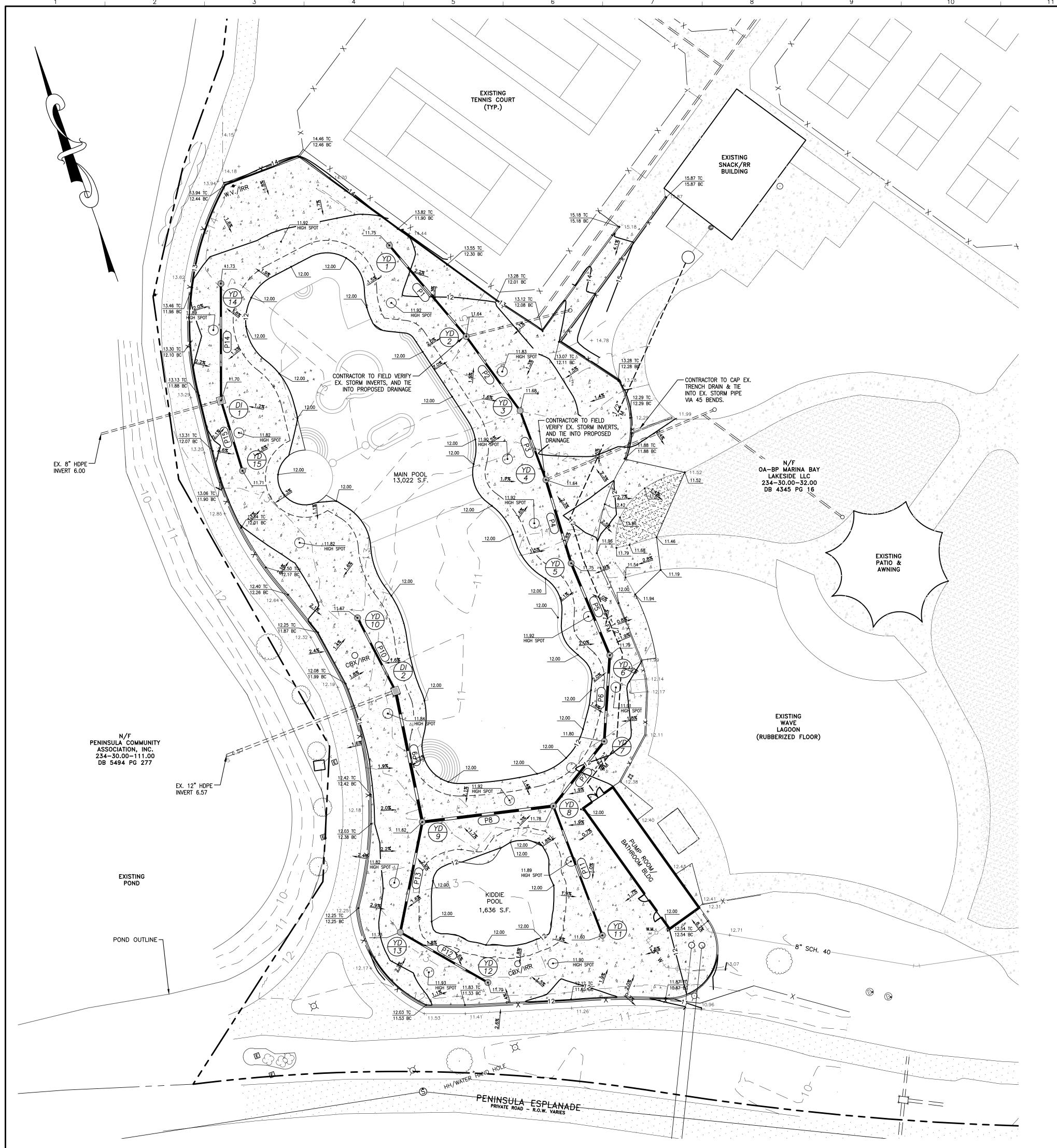
&Z COMMENTS

Date: JULY 2022

Scale: 1"=20'

Dwn.By: YAP
Proj.No.: 0818C061

C21



STRUCTURE SCHEDULE						
LABEL	DESCRIPTION	T.G. EL.	IN	IN	OUT	
YD1	10" ROUND ADS, W/ 10" PEDESTRIAN GRATE	11.75			9.63	
YD2	10" ROUND ADS, W/ 10" PEDESTRIAN GRATE	11.64	X.XX	9.50	9.45	
YD3	10" ROUND ADS, W/ 10" PEDESTRIAN GRATE	11.68		9.35	9.30	
YD4	12" ROUND ADS, W/ 12" PEDESTRIAN GRATE	11.64	X.XX	9.22	9.17	
YD5	12" ROUND ADS, W/ 12" PEDESTRIAN GRATE	11.75		9.08	9.03	
YD6	12" ROUND ADS, W/ 12" PEDESTRIAN GRATE	11.79		8.93	8.88	
YD7	12" ROUND ADS, W/ 12" PEDESTRIAN GRATE	11.80		8.79	8.74	
YD8	15" ROUND ADS, W/ 15" PEDESTRIAN GRATE	11.78	8.66	8.66	8.61	
YD9	15" ROUND ADS, W/ 15" PEDESTRIAN GRATE	11.62	8.48	8.48	8.43	
YD10	10" ROUND ADS, W/ 10" PEDESTRIAN GRATE	11.67			8.67	
YD11	10" ROUND ADS, W/ 10" PEDESTRIAN GRATE	11.60			8.82	
YD12	10" ROUND ADS, W/ 10" PEDESTRIAN GRATE	11.70			8.75	
YD13	12" ROUND ADS, W/ 12" PEDESTRIAN GRATE	11.73		8.64	8.59	
YD14	10" ROUND ADS, W/ 10" PEDESTRIAN GRATE	11.73			8.73	
YD15	10" ROUND ADS, W/ 10" PEDESTRIAN GRATE	11.71			8.71	
DI1	24" DRAIN BASIN, W/ 24" PEDESTRIAN GRATE	11.70	8.63	8.60	7.50	
DI2	24" DRAIN BASIN, W/ 24" PEDESTRIAN GRATE	11.84	8.58	8.30	8.20	

				P	IPE SCHE	DULE			
LABEL	FROM	ТО	SIZE	/TYPE	CLASS	LENGTH (ft.)	Slope %	INV. UP	INV. DN
P1	YD1	YD2	8"	HDPE	N-12	48	0.27%	9.63	9.50
P2	YD2	YD3	8"	HDPE	N-12	37	0.27%	9.45	9.35
P3	YD3	YD4	8"	HDPE	N-12	30	0.27%	9.30	9.22
P4	YD4	YD5	10"	HDPE	N-12	35	0.26%	9.17	9.08
P5	YD5	YD6	10"	HDPE	N-12	40	0.25%	9.03	8.93
P6	YD6	YD7	10"	HDPE	N-12	35	0.26%	8.88	8.79
P7	YD7	YD8	10"	HDPE	N-12	33	0.24%	8.74	8.66
P8	YD8	YD9	12"	HDPE	N-12	53	0.25%	8.61	8.48
P9	YD9	DI2	12"	HDPE	N-12	54	0.24%	8.43	8.30
P10	YD10	DI2	8"	HDPE	N-12	33	0.27%	8.67	8.58
P11	YD11	YD8	8"	HDPE	N-12	56	0.29%	8.82	8.66
P12	YD12	YD13	8"	HDPE	N-12	41	0.27%	8.75	8.64
P13	YD13	YD9	10"	HDPE	N-12	45	0.24%	8.59	8.48
P14	YD14	DI1	8"	HDPE	N-12	47	0.28%	8.73	8.60
P15	YD15	DI1	8"	HDPE	N-12	30	0.27%	8.71	8.63

PENINSULA LAZY RIVEI INDIAN RIVER HUNDRED SUSSEX COUNTY, DELAWARE

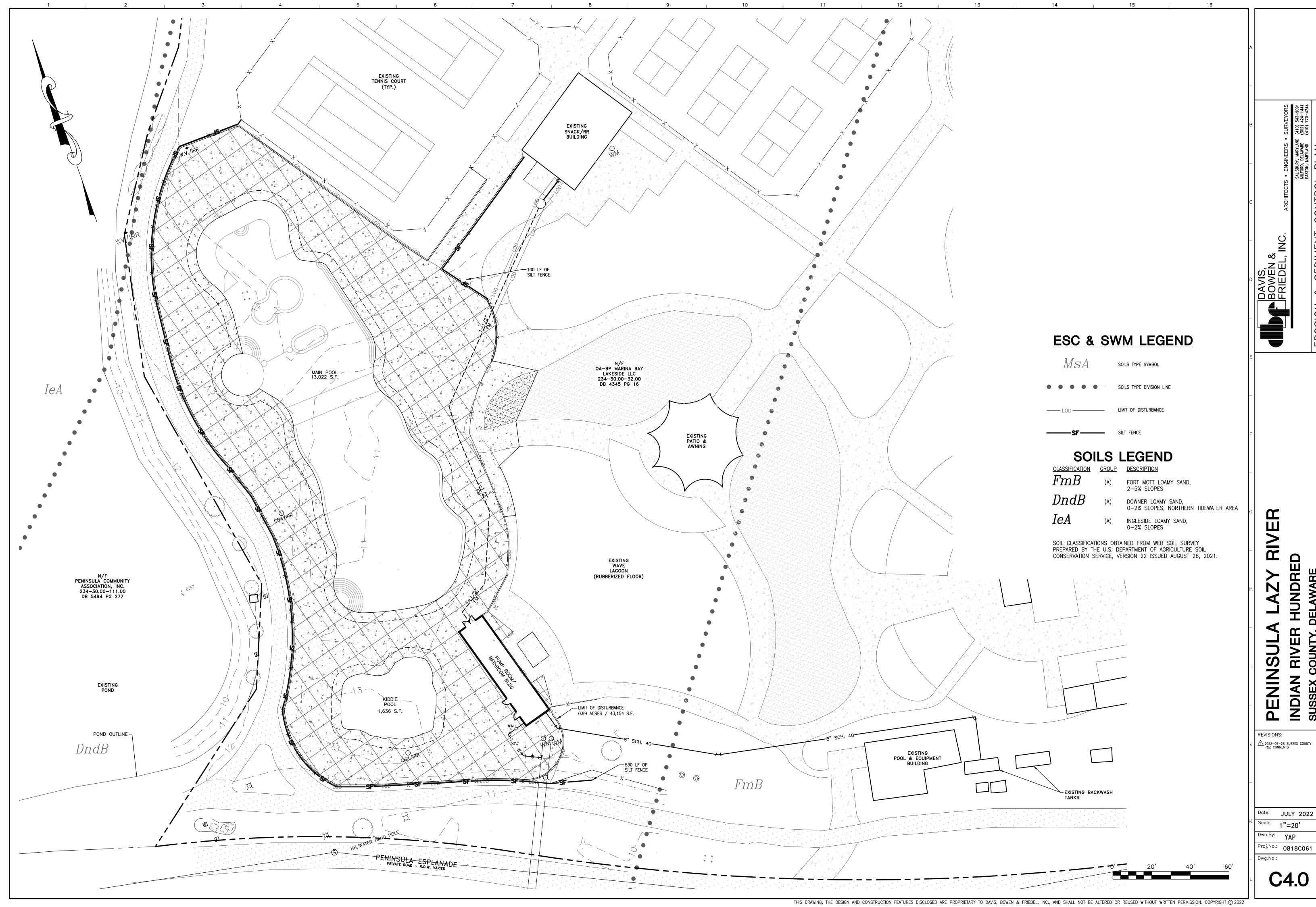
Date: JULY 2022

Scale: 1"=20'

Dwn.By: YAP

Dwn.By: YAP
Proj.No.: 0818C061

C3.0



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DE-ESC-3.4.7

Sheet 2 of 2

Effective February 2019

Standard Detail & Specifications

Provide space for drainage

Stabilized Construct. Entrance

Section A-A (Opt.)

<u>Length</u> - As required, but not less than 50 feet (except on a single residence lot where a 30 foot minimum

4. Width - Ten (10) foot minimum, but not less than the full width at points where ingress or egress occurs.

. Surface Water - All surface water flowing or diverted toward construction entrances shall be piped acros

Maintenance - The entrance shall be maintained in a condition which will prevent tracking or flowing of

sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleanout of any measures used to trap sediment. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately.

. Washing - Vehicle wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-

way. When washing is required, it shall be done on an area stabilized with stone and which drains into

the entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.

9. <u>Inspection</u> - Periodic inspection and needed maintenance shall be provided after each rain.

SCE

5. <u>Geotextile</u> - Type GS-I; placed over the entire area prior to placing of stone.

Metal bars set in reinforced conc. —

(traffic bearing grates, timber mats or

Construction Notes:

. Stone size - Use DE #3 stone.

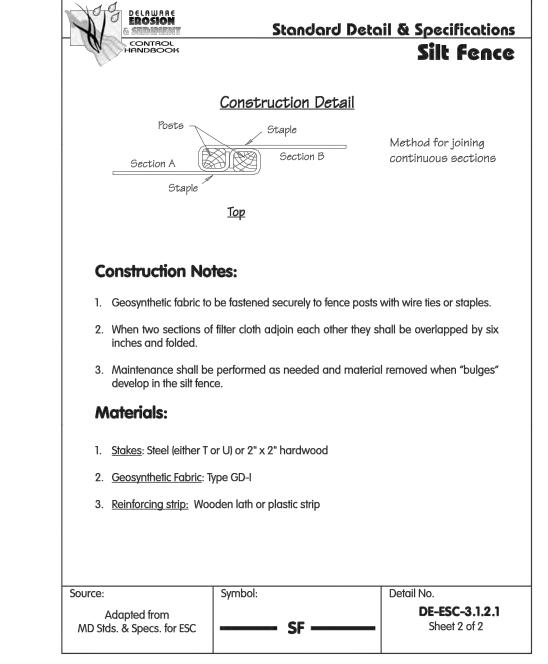
3. Thickness - Not less than size (6) inches.

an approved sediment trapping device.

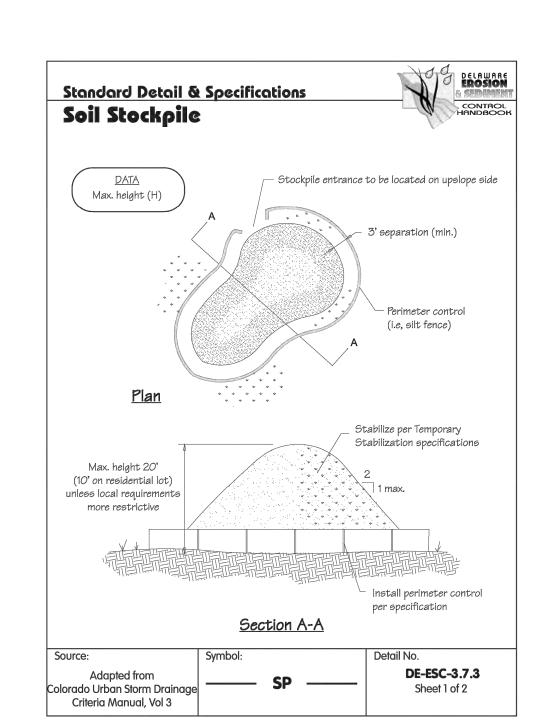
Adapted from

VA ESC Handbook

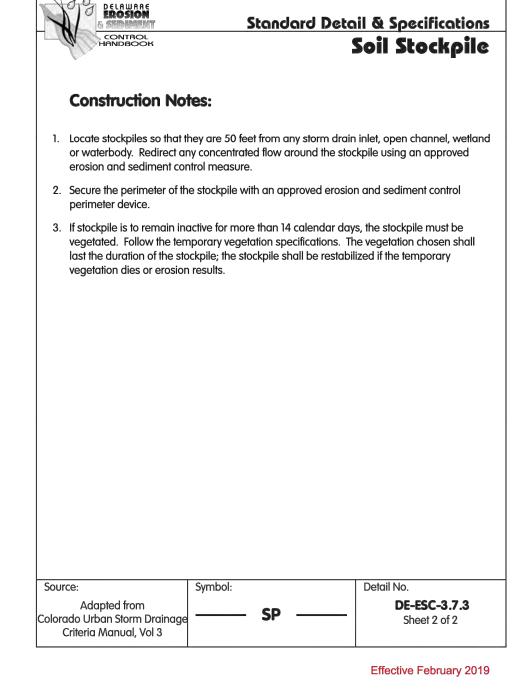
other approved equiv. may be substituted)



Effective February 2019



Effective February 2019



Standard Detail & Specifications

1. Site Preparation (Where Topsoil is to be added)

Note: When topsoiling, maintain needed erosion and sediment control practices such as

diversions, grade stabilization structures, berms, dikes, waterways and sediment basins.

a. Grading - Grades on the areas to be topsoiled which have been previously established

b. Liming - Where the topsoil is either highly acid or composed of heavy clays, ground

in conjunction with tillage operations as described in the following procedures.

horizontal erosion check slots to prevent topsoil from sliding down the slope.

limestone shall be spread at the rate of 4-8 tons/acre (200-400 pounds per 1,000 square

feet). Lime shall be distributed uniformly over designated areas and worked into the soil

c. Tilling - After the areas to be topsoiled have been brought to grade, and immediately prior

to dumping and spreading the topsoil, the subgrade shall be loosened by discing or by

scarifying to a depth of a least 3 inches to permit bonding of the topsoil to the subsoil. Pack

by passing a bulldozer up and down over the entire surface area of the slope to create

Note: Topsoil salvaged from the existing site may often be used but it should meet the same

described in the soil survey published by USDA-SCS in cooperation with Delaware Agricultural

standards as set forth in these specifications. The depth of topsoil to be salvaged shall be no more than the depth described as a representative profile for that particular soil type as

Topsoiling

Construction Notes:

shall be maintained.

2. Topsoil Material and Application

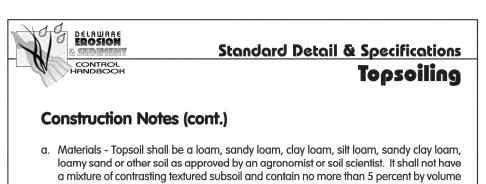
Experimental Station.

USDA - NRCS

DE-ESC-3.4.1

Sheet 1 of 2

Effective February 2019



of cinders, stones, slag, coarse fragment, gravel, sticks, roots, trash or other extraneous materials larger than 1-1/2 inches in diameter. Topsoil must be free of plants or plant parts of bermudagrass, quackgrass, Johnsongrass, nutsedge, poison ivy, thistles, or others as specified. All topsoil shall be tested by a reputable laboratory for organic matter content, pH and soluble salts. A pH of 6.0 to 7.5 and an organic content of not less than 1.5 percent by weight is required. If pH value is less than 6.0 lime shall be applied and incorporated with the topsoil to adjust the pH to 6.5 or higher. Topsoil containing soluble salts greater than 500 parts per million shall not be used.

Note: No sod or seed shall be placed on soil which has been treated with soil sterilants or chemicals used for weed control until sufficient time has elapsed to permit dissipation of toxic

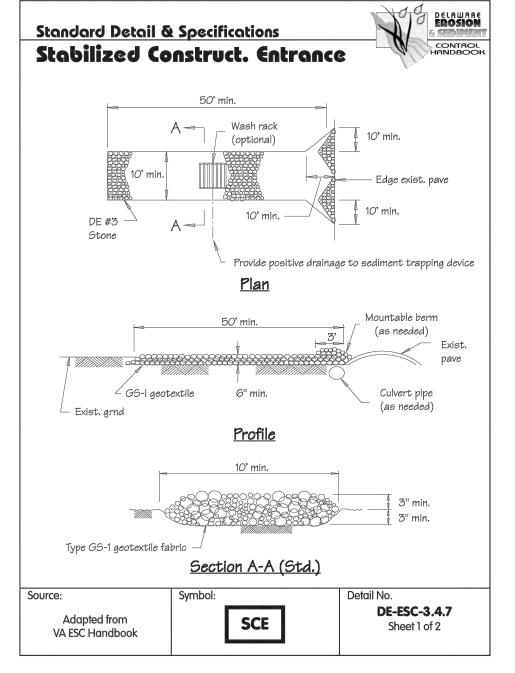
b. Grading - The topsoil shall be uniformly distributed and compacted to a minimum of four (4) inches. Spreading shall be performed in such a manner that sodding or seeding can proceed with a minimum of additional soil preparation and tillage. Any irregularities in the surface resulting from topsoiling or other operations shall be corrected in order to prevent the formation of depressions or water pockets. Topsoil shall not be placed while in a frozen or muddy condition, when the subgrade is excessively wet, or in a condition that may otherwise be detrimental to proper grading and seedbed preparation.

Note: Topsoil substitutes or amendments as approved by a qualified agronomist or soil scientist, may be used in lieu of natural topsoil. Compost material used to improve the percentage of organic matter shall be provided by a certified supplier.

Compost amendments that are intended to meet specific post-construction stormwater management goals shall further meet the requirements of Appendix 3.06.2 Post Construction Stormwater Management BMP Standards and Specifications, Section 14.0 Soil Amendments.

•	Symbol:	Detail No.
		DE-ESC-3.4.1
USDA - NRCS		Sheet 2 of 2

Effective February 2019



Effective February 2019

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JULY 2022

REVISIONS:

2022-07-28 SUSSEX COUNTY P&Z COMMENTS



- 1. NOTIFY THE DNREC SEDIMENT AND STORMWATER PROGRAM IN WRITING AT LEAST FIVE (5) DAYS PRIOR TO THE START OF CONSTRUCTION. FAILURE TO DO SO CONSTITUTES A VIOLATION OF THE APPROVED SEDIMENT AND STORMWATER MANAGEMENT PLAN. 2. PRIOR TO ANY CLEARING, INSTALLATION OF SEDIMENT CONTROL MEASURES OR GRADING, A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED AND CONDUCTED WITH THE AGENCY CONSTRUCTION SITE REVIEWER. THE LANDOWNER/DEVELOPER, CONTRACTOR, AND CERTIFIED CONSTRUCTION REVIEWER ARE REQUIRED TO BE IN ATTENDANCE AT THE PRE-CONSTRUCTION MEETING; THE DESIGNER IS
- RECOMMENDED TO ATTEND. 3. ALL PERIMETER CONTROLS ARE TO BE REVIEWED BY THE AGENCY CONSTRUCTION SITE REVIEWER AND APPROVED PRIOR TO PROCEEDING WITH FURTHER SITE DISTURBANCE OR CONSTRUCTION. 4. THE CONTRACTOR SHOULD AT ALL TIMES PROTECT AGAINST SEDIMENT OR DEBRIS LADEN RUNOFF OR WIND FROM LEAVING THE SITE. PERIMETER CONTROLS SHOULD BE CHECKED DAILY AND ADJUSTED AND/OR REPAIRED TO FULLY CONTAIN AND CONTROL SEDIMENTATION ON THE SITE. ACCUMULATED SEDIMENT SHOULD BE REMOVED WHEN IT HAS REACHED HALF OF THE EFFECTIVE

CAPACITY OF THE CONTROL. IN ADDITION, THE CONTRACTOR MAY NEED TO ADJUST OR REPAIR MEASURES IN TIMES OF ADVERSE

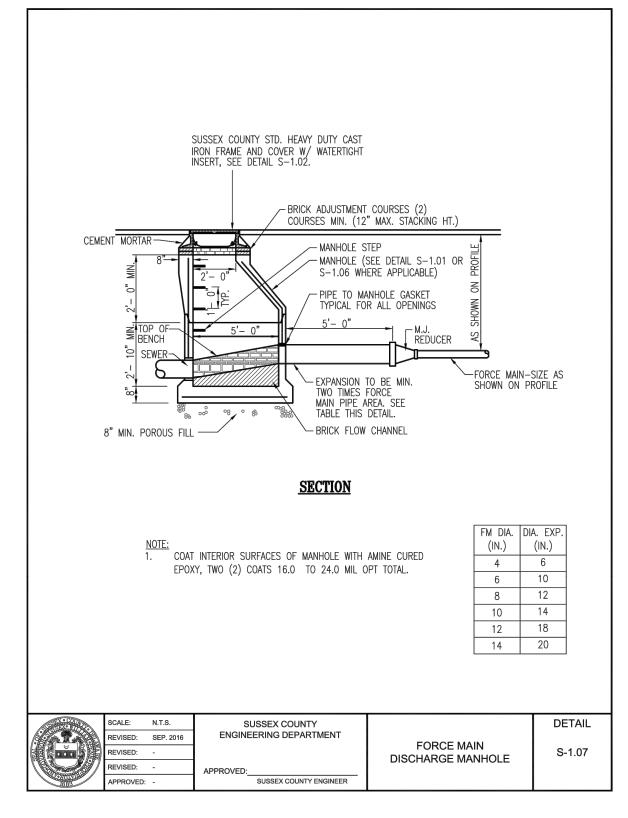
- WEATHER CONDITIONS, OR AS DIRECTED BY THE AGENCY CONSTRUCTION SITE REVIEWER. 5. CONSTRUCTION REVIEWS WILL BE REQUIRED DURING THE FOLLOWING STAGES OF CONSTRUCTION: PRE-CONSTRUCTION MEETING
 - EXCAVATION AND GRADING INCLUDING INTERIM AND FINAL ELEVATIONS. CONFIRMATORY INFILTRATION TESTING AND VERIFICATION MUST BE COMPLETED AFTER EXCAVATION. • IMPLEMENTATION OF THE PLANTING PLAN AND VEGETATIVE STABILIZATION.
- FINAL CONSTRUCTION REVIEW INCLUDING DEVELOPMENT OF A PUNCH LIST FOR FACILITY ACCEPTANCE. 7. EROSION AND SEDIMENT CONTROL DEVICES TO BE REMOVED ONLY AFTER WORK IN AN AREA HAS BEEN COMPLETED AND STABILIZED, WITH WRITTEN APPROVAL FROM THE AGENCY CONSTRUCTION SITE REVIEWER.
- 8. THE TERMINATION OF THE CONSTRUCTION GENERAL PERMIT WILL REQUIRE SUBMISSION AND ACCEPTANCE OF THE POST CONSTRUCTION VERIFICATION DOCUMENTS, INCLUDING FINAL STABILIZATION THROUGHOUT THE SITE, ALL ELEMENTS OF THE SEDIMENT AND STORMWATER MANAGEMENT PLAN IMPLEMENTED, AND ACCEPTANCE OF THE FINAL OPERATION AND MAINTENANCE 9. INSTALL PERIMETER SILT FENCE AND STABILIZED CONSTRUCTION ENTRANCES.
- 10. PLAYGROUND AREA, EXISTING FENCE, CONCRETE SIDEWALK, STORMWATER PIPES, LANDSCAPE FEATURES TO BE REMOVED AS SHOWN ON THE EXISTING / DEMOLITION PLANS.
- 11. ESTABLISH TEMPORARY STOCKPILE, CONSTRUCTION STAGING AREA, CONCRETE WASHOUT AND PETROLEUM, OIL AND LUBRICANTS (POL) STORAGE AREAS. 12. BEGIN GENERAL GRADING OF SITE.
- 13. INSTALL PROPOSED POOL PER MANUFACTURERS SPECIFICATIONS 14. BEGIN CONSTRUCTION OF UTILITIES: INSTALL PROPOSED SANITARY SEWER MAIN
- INSTALL PROPOSED WATER MAIN INSTALL PROPOSED STORMWATER DEVICES & REROUTE EXISTING STORMWATER
- 15. BEGIN CONSTRUCTION OF CONCRETE POOL DECK BUILDING, AND CURB. 16. INSTALL PROPOSED FENCE AND ROPE FENCE PER SITE PLAN (SITE PLAN - C2.1)
- 17. FINE GRADE REMAINING AREA, INSTALL ALL LANDSCAPING, REDISTRIBUTE TOPSOIL AND STABILIZE WITH PERMANENT SEEDING. INSTALL SIGNS AND OTHER DECORATIONS.
- 18. CONTACT SUSSEX CONSERVATION DISTRICT FOR INSPECTION. REMOVE REMAINING TEMPORARY EROSION CONTROL MEASURES (SILT FENCE, INLET PROTECTION, ETC.)
- 19. REMOVE ALL REMAINING EROSION AND SEDIMENT CONTROL PRACTICES. 20. FILE NOTICE OF TERMINATION FOR NPDES PERMIT WITH THE DNREC DIVISION OF WATERSHED STEWARDSHIP SEDIMENT AND STORMWATER PROGRAM.

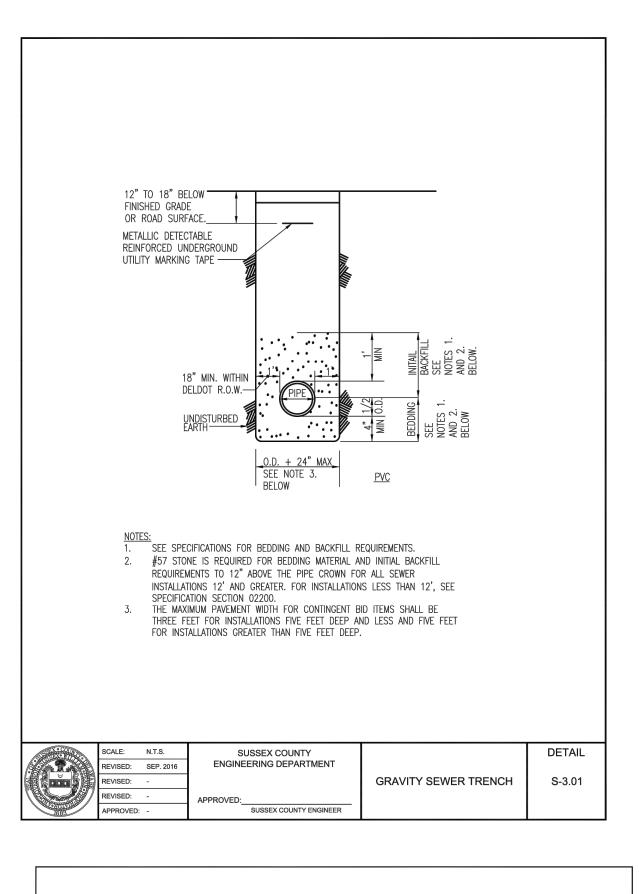
OWNER'S CERTIFICATION

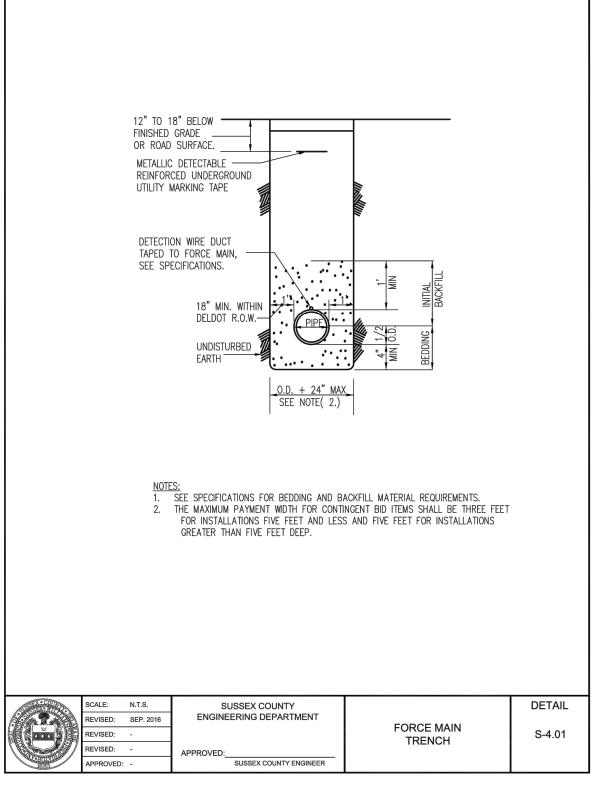
I, DA-BP MARINA BAY LAKESIDE, CERTIFY THAT ALL LAND CLEARING, CONSTRUCTION, AND DEVELOPMENT SHALL BE DONE PURSUANT TO THE APPROVED STANDARD PLAN AND THAT RESPONSIBLE PERSONNEL (I.E., BLUE CARD HOLDER) INVOLVED IN THE LAND DISTURBANCE WILL HAVE A CERTIFICATION OF TRAINING PRIOR TO INITIATION OF THE PROJECT, AT A DNREC SPONSORED OR APPROVED TRAINING COURSE FIR THE CONTROL OF EROSION AND SEDIMENT DURING CONSTRUCTION. IN ADDITION, I GRANT THE DNREC SEDIMENT AND STORMWATER PROGRAM AND/OR RELEVANT DELEGATED AGENCY THE RIGHT TO CONDUCT ON-SITE REVIEWS..

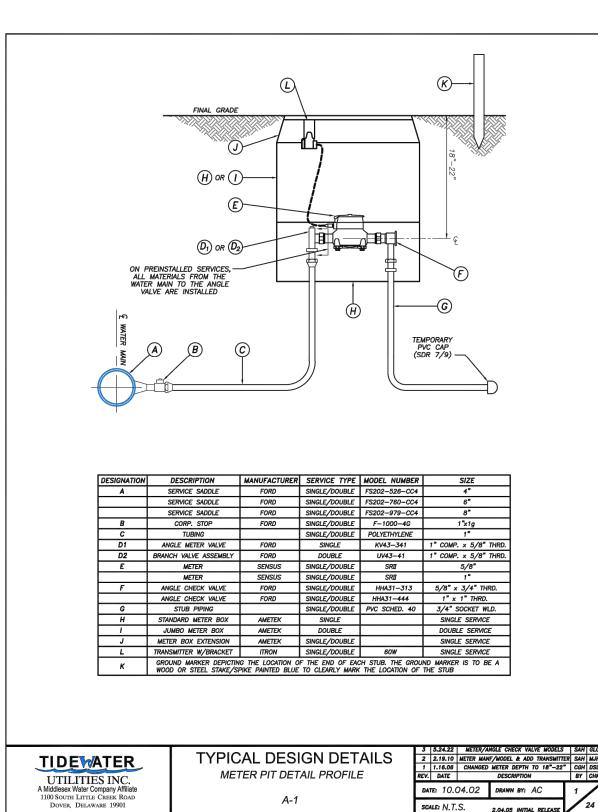
SIGNATURE:

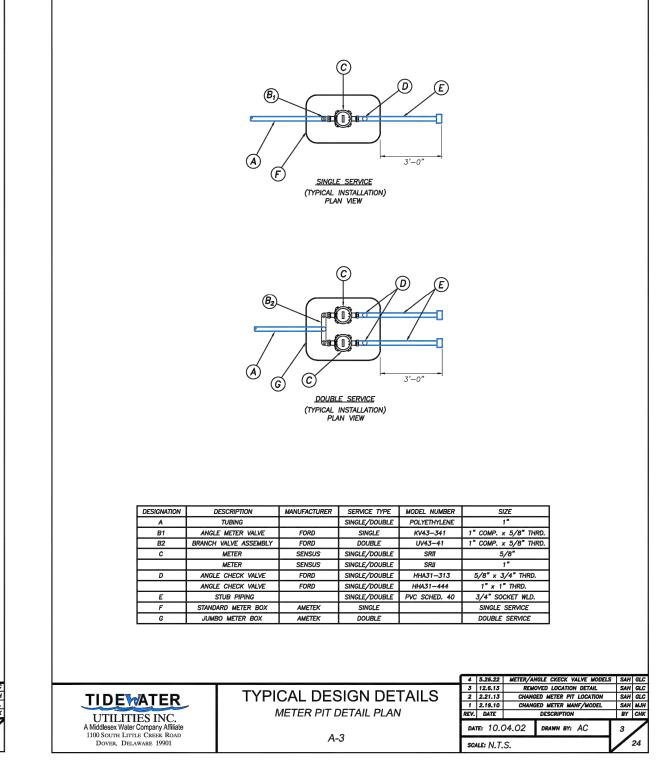
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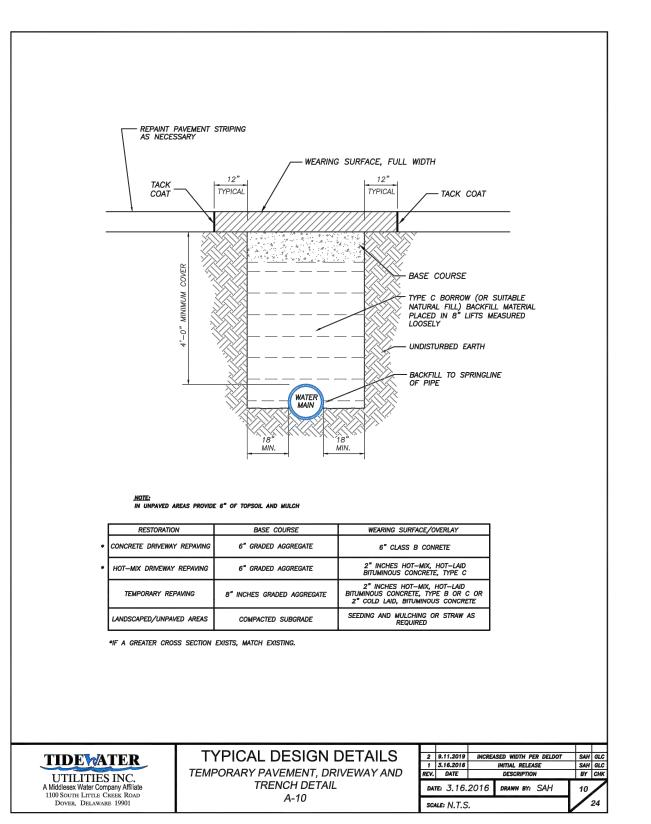


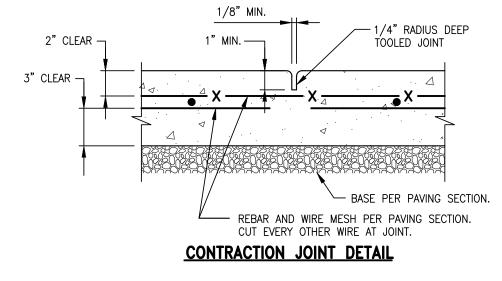




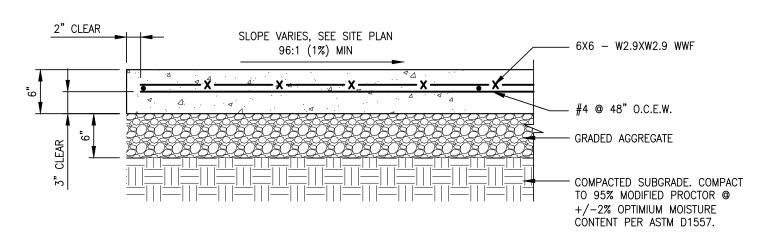








CONCRETE JOINT DETAILS NOT TO SCALE



- NOTES:
 1. TO BE USED FOR PARKING LOT PAVEMENT, LOADING DOCKS, AND ANY OTHER TRAFFIC BEARING USE WITHIN PRIVATE PROPERTY.
- 2. ALL CONCRETE USED FOR PAVEMENT SHALL BE PORTLAND CEMENT CONCRETE MIX NO. 7.
- 3. TOOLED CONTRACTION JOINTS ARE TO BE PLACED AS DIRECTED ON THE SITE PLANS OR AS DIRECTED BY THE STRUCTURAL ENGINEER, AND PER DETAIL ABOVE.
- 4. CONSTRUCTION JOINTS ARE TO BE PLACED AS DIRECTED ON THE SITE PLANS OR AS DIRECTED BY THE STRUCTURAL ENGINEER, AND PER DETAIL ABOVE.
- 5. WHEN PLACED ADJACENT TO EXISITNG CONCRETE PAVEMENT, NEW OR EXISTING FOUNDATION WALL, CONCRETE CURB, CONCRETE CURB & GUTTER OR OTHER STRUCTURE, INSTALL APPROVED EXPANSION JOINT. ADDITIONAL EXPANSION JOINTS ARE TO BE PLACED AS DIRECTED ON THE SITE PLANS OR AS DIRECTED BY THE STRUCTURAL ENGINEER, AND PER DETAIL 4045.

CONCRETE PAVING SECTION NOT TO SCALE

A LAZY RIVER R HUNDRED

DAVIS, BOWEN FRIEDEL

PENINSULA LAZY INDIAN RIVER HUNDR SUSSEX COUNTY, DELAWARI

2022-07-28 SUSSEX COUNTY P&Z COMMENTS

REVISIONS:

Date: JULY 2022

Scale: AS SHOWN

Dwn.By: YAP

Proj.No.: 0818C061

Dwg.No.:

C5.0

THE PENINSULA COMMUNITY ASSOCIATION, INC.



June 2, 2022

OA-BP Marina Bay Lakeside LLC 18949 Coastal Highway, Unit 301 Rehoboth Beach, DE 19971

To Whom it May Concern;

As the board of the Peninsula Community Association, we have participated in working groups with the Peninsula Golf and Country Club to revise the final phase of the pool and amenity area. The removal of the slides and splash pad and replacement with a large resort pool, baby pool & play structure will better support the homeowners and provide far more space and wide-ranging use for all our homeowners.

The original, much smaller pool slide and splashpad that was planned in 2004 does not reflect the needs and demands of our current homeowners. We wholly support the Peninsula Golf and Country Club and OA-BP Marina Bay Lakeside LLC request for a revised site plan and pool construction.

Sincerely,

Thomas Tipton
Tom Tipton, President

The Peninsula Community Association



September 1, 2022

Sussex County Delaware Planning & Zoning Office PO Box 417 Georgetown, DE 19947

Dear Planning Commission,

In conjunction with Club members and PCA homeowners, the Peninsula Community Association ("PCA") and the Peninsula Golf and Country Club have evaluated the pool amenity needed to complete the approved Club facilities. We believe the original approved plan for the Club included two additional water slides and a splash pad adjacent to and behind the wave pool. We based the evaluation on multiple focus groups, discussions held in public meetings, and community and Club advisory board input over three years. The Club determined that the community desires additional pool facilities, but that deck space and lounge areas are significantly more critical than water slides and a splash pad. The Club created two concepts and presented them to the community/membership at multiple member advisory board meetings and PCA meetings including both the 2021 and 2022 annual PCA meetings. Based on the consensus from those meetings, we would like to move forward with the proposed design.

Thank you for your attention to this matter,

Tom Tipton

Peninsula Community Association Board President



OFFICE OF THE STATE FIRE MARSHAL Technical Services

22705 Park Avenue Georgetown, DE 19947



SFMO PERMIT - SHALL BE POSTED ON JOBSITE UNTIL FINAL INSPECTION

Plan Review Number: 2022-04-211403-MJS-02

Tax Parcel Number: 335-8.00-2.00

Status: Approved as Submitted

Date: 08/24/2022

Project

Tower Hill Amenity

Tower Hill Subdivision

Lynn Road/New Road 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: 9622

Applicant

Jim Eriksen 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:

Duane Fox

Fire Protection Specialist III

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2022-04-211403-MJS-02

Tax Parcel Number: 335-8.00-2.00

Status: Approved as Submitted

Date: 08/24/2022

PROJECT COMMENTS

- 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.
- 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.
- 1000 A The site plans have been approved as submitted. The Office of DE State Fire Marshal has no objection to recordation.
- 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.
- 1190 A Separate plan submittal is required for the building(s) proposed for this project.
- 2710 A The following items will be field verified by this Agency at the time of final inspection:
- 2040 A Any door in a required means of egress from an area having an occupant load of 100 or more persons may be provided with a latch or lock only if it is panic hardware or fire exit hardware complying with NFPA 101, Section 12.2.2.2.3 and section 7.2.1.7.1

POOL AND POOL DECK

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 orrevisions to the plans occur, plans are required to be submitted, reviewed, and approved.



PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN KIM HOEY STEVENSON, VICE-CHAIRMAN R. KELLER HOPKINS J. BRUCE MEARS HOLLY J. WINGATE





DELAWARE
sussexcountyde.gov
302-855-7878
302-854-5079 F
JAMIE WHITEHOUSE, AICP MRTPI
PLANNING & ZONING DIRECTOR

August 4, 2022

Mr. Jim Eriksen, P.E. Principal of Engineering Solutions IPEM, LLC 303 North Bedford Street Georgetown, DE 19947 By email to: jeriksen@solutionsipem.com

RE: Staff Review of the Preliminary Amenities Plan for Tower Hill (2018-17) for the creation of a 6,204 square foot +/- clubhouse, patio, 2,854 square foot inground pool, 4,696 square feet of pickleball courts, 1,880 square foot outdoor kitchen area, pavilion, patio, bocce courts, great lawn, a farm-to-table garden and two event spaces

Tax Parcel: 335-8.00-2.02

Dear Mr. Eriksen,

Further to your submission of June 7, 2022, the Planning and Zoning Department has reviewed the submitted Preliminary Amenities Plan for Tower Hill (2018-17) for the creation of a 6,204 square foot clubhouse, patio, 2,854 square foot inground pool, 4,696 square feet of pickleball courts, 1,880 square foot outdoor kitchen area, pavilion, patio, bocce courts, great lawn, a farm-to-table garden and two event spaces. The parcel is zoned Agricultural Residential (AR-1) District. The parcel also lies within the "Low Density Area" per Sussex County's 2019 Comprehensive Plan. Staff have reviewed the proposed site plan for compliance with the Sussex County Zoning Code and have the following comments:

Revised Preliminary Amenities Plan

1. It appears that two event spaces have been proposed for the use. Please clarify the nature and types of events to be held within these areas as designated on the plans. Please note that Special events may be held outdoors or within a temporary structure for a purpose different from the permitted use by Director approval and through the issuance of a Special Event Permit (\$115-20(A)(13)(a). Please note that no more than three (3) special events shall be approved for the same property or premises during a calendar year (\$115-20(A)(13)(b). If the desire is to exceed three (3) special events within a calendar year, a Conditional Use will have to be sought in accordance with \$115-20(A)(13)(f) of the Sussex County Code.



- 2. Please ensure that the Condition of Approval relating to any proposed Amenities (Conditions "H" and "I") are added to and appear on the plans.
- 3. Please confirm whether further amenities will be provided on the opposite side of Lynn Road (S.C.R. 266A) in order to comply with and meet Condition "H" of the Conditions of Approval for the Subdivision.
- 4. The plans appear to reference both Tax Parcel ID: 335-8.00-2.00 and 2.02. However, the improvements appear to be proposed only on Parcel 2.02. Please amend the Site Data Column to remove the other parcel from the plans.
- 5. Please confirm whether any screening in the form of landscaping or plantings will be provided in order to shield adjacent Lots 172, 233, 246, 241, 240 and 237 from the proposed amenities and any activities which shall occur in conjunction with the proposed use.
- 6. The Site Data Column references the Future Land Use Designation as the "Environmentally Sensitive (ES-1) Area." Please update this note to reflect that this Future Land Use designation is now known as the "Coastal Area."
- 7. The Site Data Column indicates that the property is located within the 0.2% Chance Annual Flood Zone as well as the AE Flood Zone. However, according to available County records, the property appears to only be located within Flood Zone "X" Areas Determined to be outside of the 0.2% Chance Annual Flood Zone.
- 8. Please include the County Project Reference Number on the Cover Sheet. The County Project Reference number for this project is 2018-17.
- 9. Please include within the Site Data Column that the property is not located within a Wellhead Protection Area in order to comply with Chapter 89 "Source Water Protection" of the Sussex County Code (§89-6).
- 10. Please include within the Site Data Column that the property is located within an area of "fair" Groundwater Recharge potential in order to comply with Chapter 89 "Source Water Protection" of the Sussex County Code (§89-7).
- 11. Staff notes that all road widths achieve the required 24-ft from curb to curb (§99-18(E)(1)(a)).
- 12. Please include the relevant setbacks within the Site Data Column. The required setbacks within the Tower Hill Subdivision are 25-ft front yards, 10-ft side yards and 10-ft rear yards (§115-25(C)) (PB 321, PG 77).
- 13. Staff note that all off-street parking spaces provided have an area of 162 square feet (9-ft by 18-ft) as required by the minimum Design Standards (§115-166(A)(1)).
- 14. Please provide the corner yard setback within the Site Data Column. There shall be a front yard of at least 15 feet on the side street of a corner lot in any district (§115-182(B)) (§115-220(8)).
- 15. Please provide the material of all proposed fencing on the plans. Every swimming pool shall be protected by a safety fence or barrier at least four feet in height and

- constructed of chain-link, concrete, stockade wood or equivalent material (§115-185(D)).
- 16. Staff note that the appropriate number of ADA accessible required spaces has been provided as part of this proposal. According to the IBC, 2012 edition, a site containing a total of 1 to 25 parking spaces requires a total of 1 ADA accessible parking space (Table 1106.1 "Accessible Parking Spaces," Page 11-14.)
- 17. Please revise the language on the plans from "2 Handicap Spaces" to "2 ADA Accessible Spaces."
- 18. Please provide topographic contours at 1-ft intervals, unless waived by the Commission as clearly unnecessary to review the project or proposal (\$115 220(B)(4)).
- 19. Please include within the Site Data Column on the Plans, the Net Development Area of the proposal. As a general reminder, Net Development Area shall refer to the total area of land available for development, not necessarily the total area of a property itself and shall not include open space, drainage land, regional roads and land used for other public facilities (§115-220(B)(6)).
- 20. Please ensure that full dimensioning of the proposed clubhouse and all other improvements are provided. Please also include the height of the proposed clubhouse(§115-220(B)(8))).
- 21. Please indicate the number of construction phases proposed, if any, with the plot showing the approximate boundaries of each phase (§115-220(B)(12)).
- 22. Please include the total acreage of wetlands on the site within the Site Data Column in order to facilitate compliance with state and federal wetlands requirements. Additionally, please also include the type of wetlands (ie: tidal, non-tidal, ephemeral, etc.) and the agency that has jurisdiction over those wetlands (ie: State Delaware Department of Natural Resources & Environmental Control (DNREC and Federal Army Corps of Engineers) (§115-220(B)(13)).
- 23. Please show the designation of all areas proposed as Open Space and provide Open Space totals in the form of acres and as a percentage of the site (§115-220(B)(15)).

Final Amenities Plan

- 1. Please ensure that any proposed landscaping shown on the Amenities Plan is also included in the overall Landscape Plan as submitted and approved for the development. If such landscaping was not shown on the plans as previously submitted, a Revised Landscape Plan will be required to be submitted which includes this landscaping on the plans. Any proposed landscaping must be certified to by a licensed landscape architect and the appropriate Certification Panel and signature line must appear on the plans (§115-221(B)(1)).
- 2. Please confirm whether mail circulation will be centralized or not. If mail is to be supplied at a central location, please delineate where the community mailbox will be located on the plan and include any further relevant details.

- 3. Please include a General Note on the plans which indicates that any proposed signage will require a separate permit issued from the County.
- 4. Please include a General Note which clarifies that all lighting is to be downward screened to minimize glare on adjacent properties within a residential area.
- 5. Please include the Net Development Area of the proposal. As a general reminder, Net Development Area shall refer to the total area of land available for development, not necessarily the total area of a property itself and shall not include open space, drainage land, regional roads and land used for other public facilities (§115-221(B)(3)).
- 6. Please add the location and character of all parking spaces and outdoor lighting systems (§115-221(B)(5)).
- 7. Please include the height of the proposed clubhouse (§115-221(B)(7)).
- 8. Please include the required and proposed setback lines for the property (§115-221(B)(6)).
- 9. Please include the proposed height and material of all fences, walls and screen planting and landscaping on the plans (§115-221(B)(9)).
- 10. Please include the size and height of all proposed signs on the plans (§115-221(B)(11)).
- 11. Please include the location of all wetlands on the plans. If the site contains no wetlands, then the plan must contain the appropriate statement from an experienced qualified professional (§115-221(B)(14)).
- 12. Please include the percentage of impervious cover proposed on the plans (§115-220(B)(15).
- 13. Please include a bulk grading plan as required (§115-220(B)(17)).
- 14. Please include the nature and location of all proposed trash receptacles on the plans.
- 15. Staff encourage the use of the following elements within the proposed Amenities Plan where practicable:
 - Provision of a bike rack to encourage multimodal travel within the subdivision.
 - Provision of an electric vehicle charging station. The Delaware Department of Natural Resources and Environmental Control provides an Electric Vehicle Charging Equipment Rebate Program for public areas. The rebate amounts are \$3,500 for single port and \$7,000 for dual port. Please contact DNREC's Division of Climate, Coastal and Energy for further information if interested (302)735-3480).
 - Provision of further aesthetic improvements which foster a shared sense of place and community to include items such as pocket parks, fountains, further outdoor seating, gardens, or communal gathering areas.
- 16. Prior to approval of the Final Amenities Plan, approval letters or letters of no objection from the following agencies shall be submitted to the Sussex County Department of Planning and Zoning (All items in which a check mark appears have

Staff Review Letter – Tower Hill Amenities (2018-17) Preliminary Amenities Plan August 4, 2022 Page 5

been received by the Department. Any items in bold have not been received and still require submittal to the Department):

- a. Sussex Conservation District
- b. Office of State Fire Marshal

Once all of the above matters have been addressed, please provide one (1) full-size copy and one (1) electronic copy of a Revised Preliminary Amenities Plan at least ten (10) days prior to the Planning and Zoning Commission meeting you wish for your application to be considered at. If you wish for your application to be considered by the Planning and Zoning Commission as an "Other Business" item at their meeting scheduled for Thursday, August 25th, 2022, please submit all required materials later than close of business on Monday, August 15th, 2022.

Please feel free to contact me with any questions during business hours 8:30 A.M. – 4:30 P.M., Monday through Friday at 302-855-7878.

Sincerely,

Ms. Lauren DeVore, AICP

Planner III



August 19, 2022

Mr. Josh Mastrangelo

21 Village Green Drive, Suite 200 Ocean View, DE 19970 jmastrangelo@cmfa.com

RE: Tower Hill Subdivision Amenities Revision

Dear Mr. Mastrangelo:

A Sediment and Stormwater Management Plan has been reviewed for compliance with the Sediment and Stormwater Regulations and is approved with conditions (see attached). Enclosed herein please find a copy of the approved application form and approved plan sets. Please retain a copy for your use, and provide the contractor with a copy to be retained onsite at all times. Failure to keep an approved plan onsite is a violation of the approved plan.

Approval of a Sediment and Stormwater Plan does not grant or imply a right to discharge stormwater runoff. The owner/developer is responsible for acquiring any and all agreements, easements, etc., necessary to comply with State drainage and other applicable laws.

This plan approval pertains to compliance with the Delaware Sediment and Stormwater Regulations. Please understand that the approval of this plan does not relieve you from complying with any and all federal, state, county, or municipal laws and regulations.

As of January 1, 2014, the Sussex Conservation District began collecting financial guarantees to ensure the construction of stormwater management practices is accomplished in accordance with the approved sediment and stormwater plan. Please refer to the SCD Policy on Bonds located on our website at Sussexconservation.org. If you have any questions concerning the aforementioned, please do not hesitate to call 302 856-7219.

Sincerely,

Jessica Watson

Jessica Watson Program Manager

LEGEND PROPOSED PROPERTY LINE — — — — — 19.25 SPOT ELEV. LABEL MAJOR CONTOUR MINOR CONTOUR ROAD CENTERLINE **EDGE OF CONCRETE** EDGE OF PAVEMENT PAINT STRIPE CURB PAVEMENT HATCH CONCRETE HATCH BUILDING OUTLINE SIDEWALK HATCH FENCE LINE STORM MANHOLE **CURB INLET** YARD INLET SANITARY MANHOLE

SIDEWALK 33,741 SF PARKING 7,363 SF COURTS 6,114 SF CLUBHOUSE 7,424 SF POOL 3,381 SF TOTAL 58,023 SF

IMPERVIOUS COVER: AREA:

NOTES

SANITARY CLEANOUT

SANITARY PIPE

WATER VALVE

FIRE HYDRANT

LIGHT POLE

- 1. THE FENCE AROUND THE POOL SHALL BE A MINIMUM OF HEIGHT OF FOUR (4) FEET AND CONSTRUCTED OF BLACK ALUMINUM.
- 2. LIGHTING FOR THE RECREATIONAL FACILITIES AND PARKING SHALL BE COORDINATED BETWEEN
- DE COOP AND THE DEVELOPER.

 3. THE SITE AMENITIES SHALL BE FOR RESIDENTS/MEMBERS OF THE HOMEOWNERS ASSOCIATION AND
- 3. THE SITE AMENITIES SHALL BE FOR RESIDENTS/MEMBERS OF THE HOMEOWNERS ASSOCIATION AND AUTHORIZED GUESTS ONLY.
- 4. FINAL/DETAILED DRAINAGE OF THE POOL DECK IS TO BE DONE BY OTHERS ON A SEPARATE PLAN.
- 5. FINAL LANDSCAPING AND AESTHETIC HARDSCAPING IMPROVEMENTS SHALL BE DONE BY OTHERS.
- 6. WATER METER & CLEANOUT SHALL BE INSTALLED W/ PHASE 1C IMPROVEMENTS.

ISSUANCE OF THE ONE HUNDRED AND FORTIETH RESIDENTIAL BUILDING PERMIT.

- 7. ANY PROPOSED SIGNAGE WILL REQUIRE A SEPARATE PERMIT ISSUED BY SUSSEX COUNTY.8. ALL LIGHTING IS TO BE DOWNWARD SCREENED TO MINIMIZE GLARE ON ADJACENT PROPERTIES
- WITHIN A RESIDENTIAL AREA.

 9. PER CONDITION OF APPROVAL "H", THE DEVELOPMENT SHALL BE SERVED BY ITS OWN ON-SITE ACTIVE AMENITIES SUCH AS A POOL AND CLUBHOUSE. ON-SITE AMENITIES SHALL BE DIVIDED SO
- THAT EQUIVALENT (NOT NECESSARILY THE SAME) AMENITIES SHALL BE CONSTRUCTED ON EITHER SIDE OF LYNN ROAD.

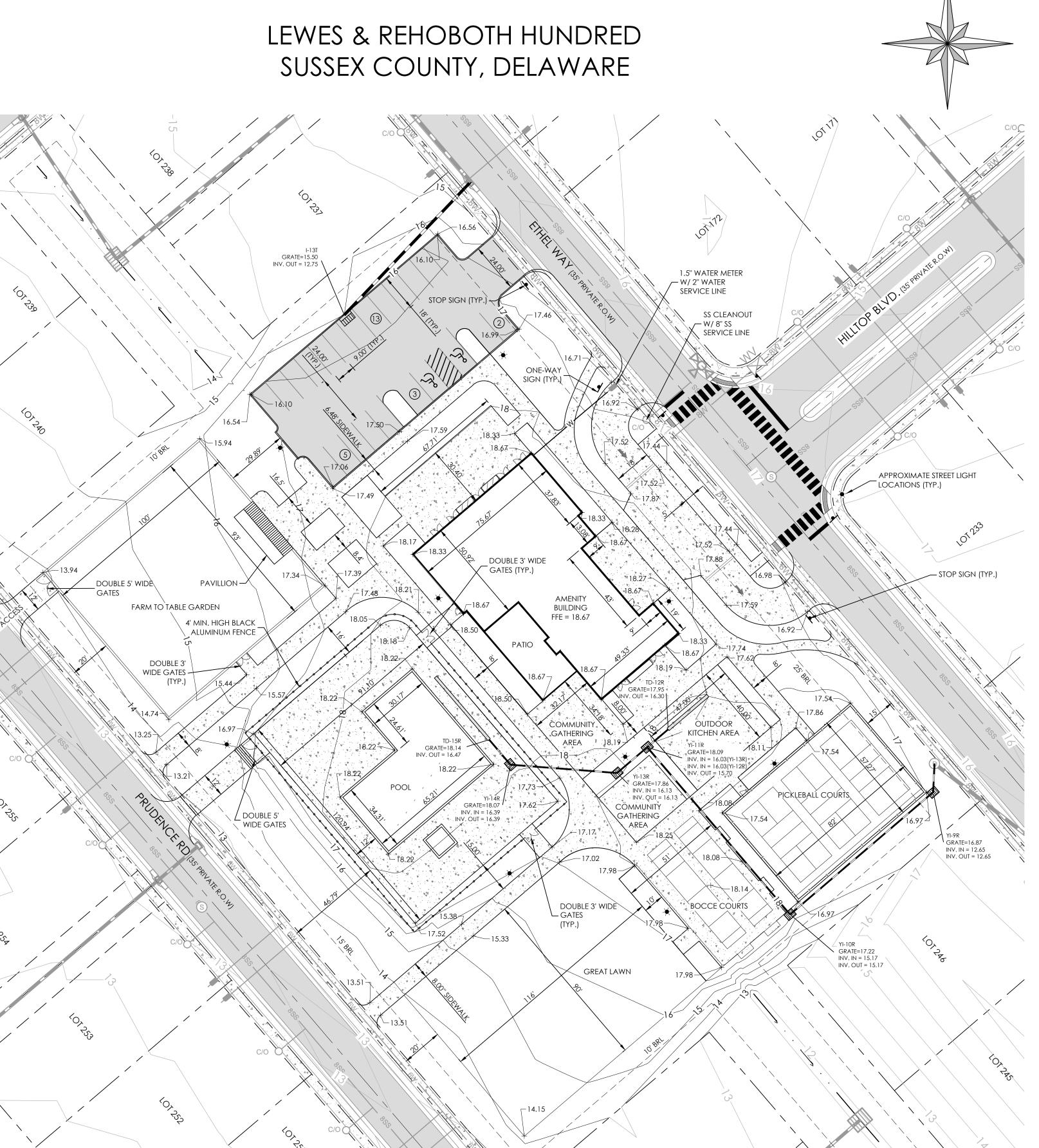
 10. PER CONDITION OF APPROVAL "I", THE DEVELOPER SHALL COMPLETE ALL AMENITIES PRIOR TO THE

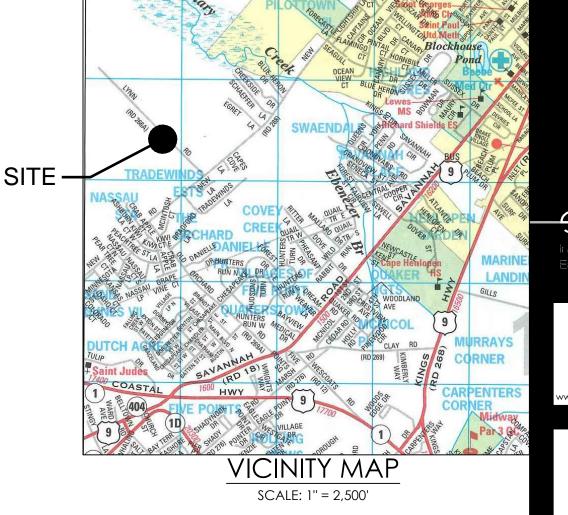
DEVELOPER'S CERTIFICATION THE DEVELOPER, CMF TOWER HILL, LLC, HEREBY CERTIFIES THAT THESE DRAWINGS HAVE BEEN APPROVED. JOSH MASTRANGELO Edward M. Launay, PWS, STATES THAT THE BOUNDARIES OF WATERS OF THE UNITED STATES INCLUDING WETLANDS SUBJECT TO THE CORPS OF ENGINEERS REGULATORY PROGRAM DELINEATED UPON 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 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. NO FEDERALLY REGULATED WETLANDS OR WATERS ARE PRESENT ON THE TOWER HILL AMENITY SITE. NO STATE-REGULATED WETLANDS OR WATERS OCCUR ON THE TOWER HILL AMENITY SITE. EDWARD M. LAUNAY, PWS No. 875 SOCIETY OF WETLANDS SCIENTISTS CORPS OF ENGINEERS, CERTIFIED WETLAND DELINEATOR WDCP93MD0510036B)

AMENITY SITE PLAN

FOR

TOWER HILL





TOWER HILL:

DEVELOPER:

CMF TOWER HILL, LLC 21 VILLAGE GREEN DR. SUITE 200 OCEAN VIEW, DE 19976

CONTACT: JOSH MASTRANGELO PHONE: 302-616-4690

GROOME MEMORIAL METHODIST CHURCH 149 W 4TH STREET

> LEWES, DE 19958 SOLUTIONS IPEM

303 NORTH BEDFORD STREET GEORGETOWN, DE 19947 PHONE: 302-297-9215

CONTACT: JIM ERIKSEN, P.E.

• TAX MAP: 335-8.00-2.02

• COUNTY PROJECT #: 2018-17

PROPOSED USE:

AMENITY BUILDING, POOL AND PARKING

• EXISTING ZONING: AR-1

FUTURE LAND USE DESIGNATION: COASTAL

SITE IS NOT LOCATED WITHIN A WELLHEAD PROTECTION AREA

SITE IS LOCATED WITHIN AN AREA OF "FAIR" GROUNDWATER RECHARGE

PROPOSED BUILDING SETBACKS:
 FRONT: 25' (15' ON SIDE STREET OF CORNER LOT)
 SIDE: 10'
 REAR 10'

MAXIMUM BUILDING HEIGHT = 42 FEET

NET DEVELOPMENT AREA = 2.77 ± AC (120,800 SF)
 IMPERVIOUS AREA = 1.33 ± AC (58,023 SF) = 48%

• WETLANDS AREA = 0.00 ± AC

FLOOD ZONE:
 THE PROPERTY IS LOCATED WITHIN FLOOD ZONE X (UNSHADED)- AREAS DETERMINED
 TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FIRM MAP NUMBER
 10005C0193K, MAP REVISED MARCH 16, 2015.

WATER SUPPLY:

SANITARY SEWER:

LEWES BOARD OF PUBLIC WORKS / TIDEWATER UTILITIES, INC

LEWES BOARD OF PUBLIC WORKS / SUSSEX COUNTY UNIFIED SANITARY SEWER DISTRICT

 PROJECT DATUM: HORIZONTAL: DELAWARE STATE PLANE NAD 83 VERTICAL: NAVD 88

AUTOMATIC SPRINKLERS ARE NOT PROPOSED FOR THIS STRUCTURE.

TYPE OF CONSTRUCTION: NFPA TYPE V (000)

• 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 PLANS.

A LOCK BOX CONTAINING KEYS FOR FIRE DEPARTMENT ACCESS TO THE BUILDINGS
ARE REQUIRED. CONTACT THE LOCAL FIRE CHIEF FOR ORDERING INFORMATION AND
LOCATION OF THE BOX ON THE BUILDING.

• PROPOSED BUILDING: 6,204 ± S.F. CLUBHOUSE

• PROPOSED POOL AREA: 2,854 ± S.F. POOL

PARKING REQUIRED: N/A

PARKING PROVIDED: 23 TOTAL (2 ADA ACCESSIBLE SPACES)

 THE AMENITY AREA AND FACILITIES ARE FOR THE RESIDENCES OF TOWER HILL AND SUBJECT TO HOA DOCUMENTS.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.



Lauren DeVore

From:

McCall, Desiree (FireMarshal) < Desiree.McCall@delaware.gov>

Sent:

Friday, September 17, 2021 7:55 AM

To:

Jim Eriksen

Subject:

RE: Oyster House Village Pool Revision

The plans will remain "Approved as Submitted". Please send in a hard full size copy of the revision so I can add it to the file. Thanks.

From: Jim Eriksen < jeriksen@solutionsipem.com> Sent: Thursday, September 16, 2021 9:55 PM

To: McCall, Desiree (FireMarshal) < Desiree.McCall@delaware.gov>

Subject: RE: Oyster House Village Pool Revision

Hi Desiree,

Please see the attached plan showing the additional gates at Oyster House Village. Please let me know if you have any questions or issues.

Thanks,

Jim Eriksen, PE | Principal of Engineering |

Solutions IPEM | 303 N. Bedford Street | Georgetown, DE 19947 | ph 302.297.9215 |

From: Jim Eriksen

Sent: Wednesday, September 1, 2021 1:22 PM

To: desiree.mccall@delaware.gov

Subject: Oyster House Village Pool Revision

Hi Desiree,

The area of the pool deck is broken down below. The overall area including all the items within extends of the pool deck is 14,070 square feet.

Item	Area (sqft)
Pool	1,245
Bath house	200
Impervious Pool Deck	2,448
Bocce Court	1,360
Permeable Paver Pool Deck	8,817
Total Area of Pool Deck	14,070

Can you please provide me with a status update on the review?

Please let me know if you have any questions.

Thanks,

Jim Eriksen, PE | Principal of Engineering |

Solutions IPEM | 303 N. Bedford Street | Georgetown, DE 19947 | ph 302.297.9215 |



September 28, 2021

Mr. Keith Delaney c/o Solutions, IPEM 303 North Bedford Street Georgetown, DE 19947

RE: Oyster House Village Revision

Dear Mr. Delaney:

A Sediment and Stormwater Management Plan has been reviewed for compliance with the Sediment and Stormwater Regulations and is approved with conditions (see attached). Enclosed herein please find a revision to the approved plans. Please retain a copy for your use, and provide the contractor with a copy to be retained onsite at all times. Failure to keep an approved plan onsite is a violation of the approved plan.

Approval of a Sediment and Stormwater Plan does not grant or imply a right to discharge stormwater runoff. The owner/developer is responsible for acquiring any and all agreements, easements, etc., necessary to comply with State drainage and other applicable laws.

This plan approval pertains to compliance with the *Delaware Sediment and Stormwater Regulations*. Please understand that the approval of this plan does not relieve you from complying with any and all federal, state, county, or municipal laws and regulations.

As of January 1, 2014, the Sussex Conservation District began collecting financial guarantees to ensure the construction of stormwater management practices is accomplished in accordance with the approved sediment and stormwater plan. Please refer to the SCD Policy on Bonds located on our website at *Sussexconservation.org*. If you have any questions concerning the aforementioned, please do not hesitate to call 302 856-7219.

Sincerely,

Jessica Watson

Jessica Watson Program Manager

JW/jmg

cc:

CONDITIONS OF APPROVAL

NOTIFICATION

- 1. This revised plan does not extend or change the original sediment and stormwater plan approval date, which is valid for 5 years. If construction does not begin within five years of the original approval date, the approved plan will be considered to have expired, and must be resubmitted to the District for a new review. In addition, if work is not completed within the five-year timeframe, the District must be contacted and a request for an extension submitted. Depending on regulation changes, a new plan may need to be submitted to ensure that all stormwater management facilities are constructed to the most recent standards.
- 2. Submittal of the Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activities together with this approval of the detailed Sediment and Stormwater Plan provide this project with Federal permit coverage to be authorized to discharge storm water associated with construction activities. It is the owner's responsibility to ensure that permit coverage remains valid throughout construction by submitting the NOI fee annually as requested. The developer is responsible for weekly self-inspection reporting to be retained onsite.
- 3. Notify the Sussex Conservation District Sediment and Stormwater Management Section of your intent to begin construction in writing five (5) days prior to commencing. Failure to do so constitutes a violation of the approved plan.

CHANGES

- 4. This project is to be undertaken in accordance with the plans submitted and as approved. If changes are necessary at any time during the completion of the project, submit revised plans, prior to further construction, to the Sussex Conservation District Sediment and Stormwater Program for review and approval of the revision.
- 5. Should ownership change during the construction period, a revised plan must be submitted for approval showing the new owner's signature on the owner's certification. In addition, a Transfer of Authorization form must be submitted to DNREC to transfer Federal permit coverage to the new owner.

CONSTRUCTION AND CLOSEOUT

- 6. A pre-construction meeting must take place before any land disturbing activity begins. The meeting may take place on site and be attended by the owner, contractor, design consultant, Certified Construction Reviewer and Sussex Conservation District Sediment and Stormwater Program Construction Reviewer. The owner or the owner's designee shall contact the Sussex Conservation Construction Reviewer to schedule the pre-construction meeting.
- 7. Keep available onsite, during all phases of construction, a copy of the approved Sediment and Stormwater Management Plan.
- 8. Keep available onsite, during all phases of constriction, copies of the Developers weekly self-inspection reports and/or the CCR Reports.
- 9. Any sediment transported off-site to roads or road rights-of-way including ditches shall be removed. Any damage to ditches shall be repaired and stabilized to original condition.
- 10. Grading shall not impair surface drainage, create an erosion hazard, or create a source of sediment to any adjacent watercourse or property owner.
- 11. Failure to implement the permanent stormwater management practices as mentioned herein constitutes a violation of the conditions of this plan approval; it may result in the suspension or revocation of building permits or grading permits issued by the local jurisdiction; and it may result in legal action by the DNREC to bring the site into compliance with the approved Sediment and Stormwater Management Plan and the *Delaware Sediment and Stormwater Regulations*.
- 12. The permanent stormwater management facility or facilities must be constructed and accepted by the Sussex Conservation District Sediment and Stormwater Program prior to final closeout of the project site. Post construction verification documentation of the stormwater management facility or facilities must be completed as soon as construction of the facility or facilities is complete so that any necessary modifications may be made during the construction period.

PLANNING & ZONING COMMISSION

ROBERT C. WHEATLEY, CHAIRMAN KIM HOEY STEVENSON, VICE-CHAIRMAN R. KELLER HOPKINS HOLLY J. WINGATE J. BRUCE MEARS





DELAWARE sussexcountyde.gov 302-855-7878 T 302-854-5079 F JAMIE WHITEHOUSE, AICP, MRTPI DIRECTOR

By email to: <u>jeriksen@solutionsipem.com</u>

August 24, 2022

Mr. Jim Eriksen, P.E. Solutions IPEM 303 North Bedford Street Georgetown, DE 19947

RE: Staff Review of the Preliminary Amenities Plan for Oyster House Village (S-17-36 & CU 1642) for the establishment of thirty (30) single-family condominium homes and associated amenities to include a 1,360 square foot bocce ball court, 1,245 square foot inground pool, pool deck, fencing, retaining wall, and a 200 square foot pool equipment and bath house

Tax Parcel: 334-19.08-42.00

Dear Mr. Eriksen,

Further to your submission of August 3, 2022, the Planning and Zoning Department has reviewed the Preliminary Amenities Plan for Oyster House Village (S-17-36 & CU 1642) for the establishment of thirty (30) single-family condominium homes and associated amenities to include a 1,360 square foot bocce ball court, 1,245 square foot inground pool, pool deck, fencing, retaining wall, and a 200 square foot pool equipment and bath house. The project is proposed to be located on the west side of Oyster House Road. The subject parcel also has a Future Land Use Map designation of "Coastal Area" per Sussex County's 2019 Comprehensive Plan Update. The subject parcel is not located within the Henlopen Transportation Improvement District (TID). Staff have reviewed the submitted Preliminary Amenities Plan for compliance with the Zoning Code and all Conditions of approval.

Staff have the following comments for your consideration with regard to the future submittal of the amended Final Amenities Plan:

Final Amenities Plan

1. Please clarify the location of any and all proposed landscaping to be provided on the plans. It is understood via the previously approved Landscape Plan that a row of screen plantings/trees are to be included between the rear of Units 6-10 and the proposed amenities in order to provide further privacy in these areas. Please include all landscaping to be provided near the parking area on the plans to shield all neighboring Units (Units 5 and 6) from the glare of oncoming headlights during parking.



Oyster House Village (S-17-36 & CU 1642) Preliminary Amenities Plan August 24, 2022 Page 2

- 2. Please include proposed Parking Calculations on the plans. Please amend the language in the Site Data Column which currently reads, "Handicap Spaces" to "ADA Accessible Spaces." It is noted that no ADA accessible parking spaces have been provided as part of the parking proposal. International Building Code requirements state that for a total number of parking spaces between 1 through 25 (4 parking spaces are being provided for the amenities, in addition to the 10 additional spaces shown on the approved Final Site Plan) at least a single (1) parking space must be provided (IBC, 2012, p. 11-14).
- 3. Please note on the plans the material used to construct the sidewalk. Please ensure that any material or improvements to be provided are ADA accessible.
- 4. Please confirm whether a crosswalk is to be provided to facilitate the safe crossing of Helm Street by the residents and provide access to the proposed amenities area.
- 5. Please confirm whether the proposed bocce ball court will be lit. Please show the location of all lighting to be provided on the plans. Please also include a General Note on the plans that all proposed lighting will be downward screened to minimize glare on adjacent residences/units.
- 6. Please show the measurements/distances from the proposed fence for all structures to be built in the amenities area.
- 7. Please include the Net Development Area on the Cover Sheet (§115-221(B)(3)). Please note that that the Net Development Area shall refer to the total area of land available for development and shall not include open space, drainage land, regional roads and land used for other public facilities.
- 8. Please add to the plans, symbology or annotation which clearly delineates all proposed setbacks on the plans and please also include this information within the Site Data Column (§115-221(B)(6)). The setbacks for the proposal, per the previously approved Final Site Plan are 30-ft front yards, 15-ft side yards, 15-ft corner yards and 20-ft rear yards (PB 284, PG 76 & §115-25(C)). The required setbacks for pools are 10-ft side yards and 6-ft rear yards (§115-185(D)).
- 9. Please include the height and material of the proposed retaining wall to surround the majority of the project on the plans (§115-221(B)(9)).
- 10. Please include on the plans the location, character, size, height, and orientation of all proposed signs (§115-221(B)(11).
- 11. Please include a General Note which states that all proposed signage is subject to the issuance of a separate permit from the County.
- 12. Please include all proposed dumpster locations and trash receptacles on the plans.
- 13. Prior to approval of any Final Amenities 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

Once all agency approvals have been submitted and all of the above matters have been addressed, please one (1) full-sized (24" x 36") copy and one (1) electronic PDF copy of a Final Amenities Plan for consideration on a future Agenda of the Planning and Zoning Commission as an item of "Other Business." Please ensure that all documents are submitted a minimum of ten (10) days prior to the Commission Meeting that you wish for your project to be considered at. If you wish for this project to be considered for the Planning and Zoning Commission meeting scheduled for Thursday, September 8th, 2022, please submit all required items no later than Monday, August 29th, 2022.

After further review, it has been determined that the amenities proposed as part of this Amenities Plan differ slightly from what was originally depicted on the Final Site Plan, which is why the Department of Planning and Zoning is requiring Commission review and approval for this Site Plan.

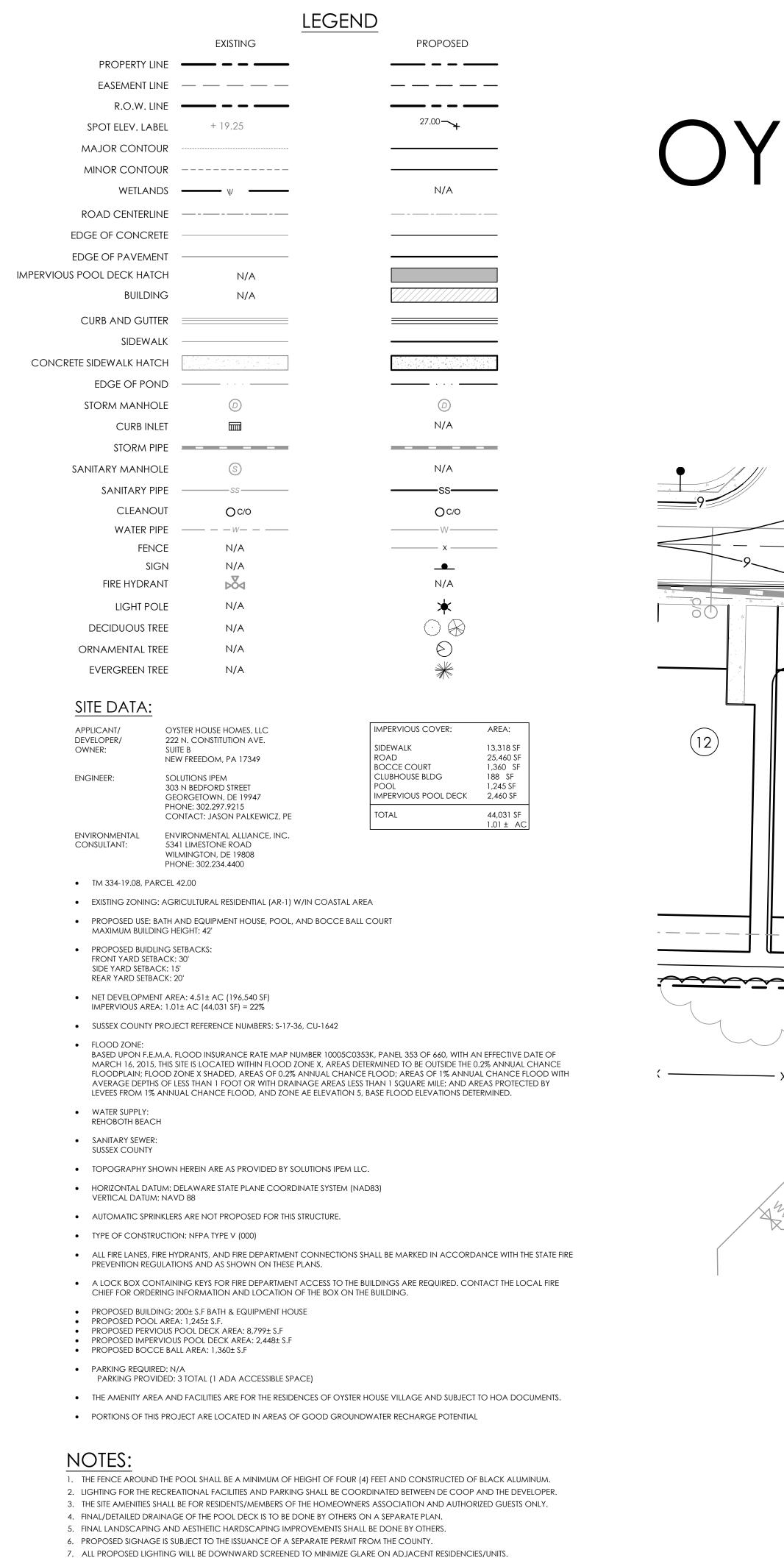
Please feel free to contact me with any questions during business hours 8:30 AM - 4:30 PM, Monday through Friday, at 302-855-7878.

Sincerely,

Lauren DeVore, AICP

Laure De Von

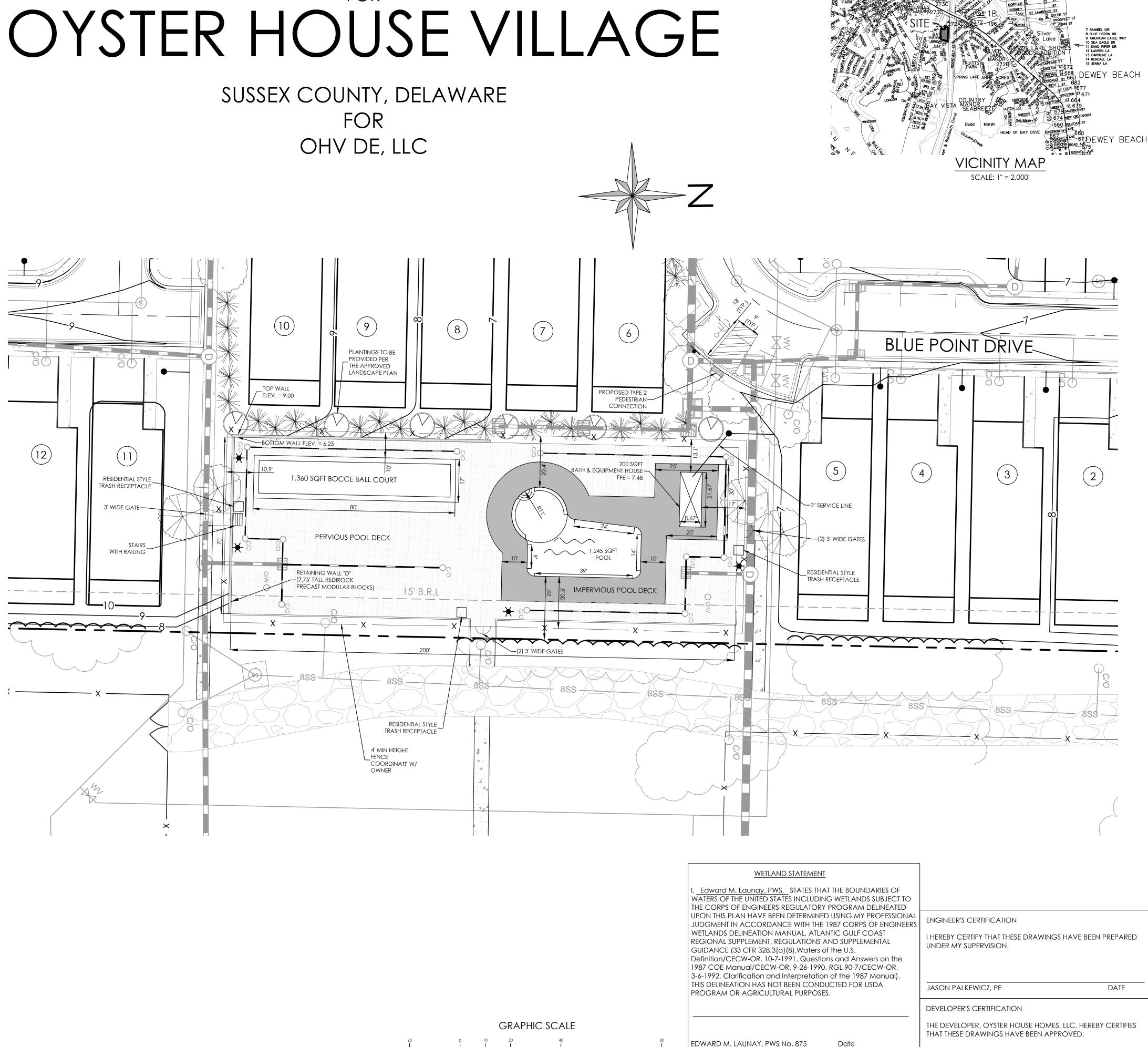
Planner III



8. FINAL LOCATIONS OF TRASH RECEPTACLES TO BE COORDINATED W/ DEVELOPER + HOA

9. ALL SIDEWALKS ARE TO BE CONCRETE OR PAVERS.

AMENITY SITE PLAN SUSSEX COUNTY, DELAWARE



1 inch = 20 ft

SOCIETY OF WETLANDS SCIENTISTS

CERTIFIED WETLAND DELINEATOR WDCP93MD0510036B)

PAUL MCLAUGHLIN

CORPS OF ENGINEERS,

Sheet No.:

DATE

315049-AmenitySitePlan.dwg



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

22705 Park Avenue Georgetown, DE 19947



SFMO PERMIT - SHALL BE POSTED ON JOBSITE UNTIL FINAL INSPECTION

Plan Review Number: 2022-04-210459-MJS-02

Status: Approved as Submitted

Tax Parcel Number: 134-18.00-38.00

Date: 05/26/2022

Project

Milo's Haven Amenity Center

Lands of Norman Stephen Price

Peppers Corner & Lizzard Hill Road Frankford DE 19942

Scope of Project

Number of Stories: Square Footage: **Construction Class:**

Fire District: 84 - Millville Volunteer Fire Co

Occupant Load Inside: Occupancy Code: 9622 RECEIVED

AUG 18 2022

SUSSEX COUNTY PLANNING & ZONING

Applicant

W. Zachary Crouch 1 Park Avenue Milford, DE 19963

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

A final inspection is required.

This Plan Review Project was prepared by:

Desiree McCall

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2022-04-210459-MJS-02

Tax Parcel Number: 134-18.00-38.00

Status: Approved as Submitted

Date: 05/26/2022

PROJECT COMMENTS

- 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.
- 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.
- 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.
- 1190 A Separate plan submittal is required for the building(s) proposed for this project.
- 2040 A Any door in a required means of egress from an area having an occupant load of 100 or more persons may be provided with a latch or lock only if it is panic hardware or fire exit hardware complying with NFPA 101, Section 12.2.2.2.3 and section 7.2.1.7.1
- 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 orrevisions to the plans occur, plans are required to be submitted, reviewed, and approved.

CIVIL PLAN GENERAL NOTES

- . THE CONTRACTOR SHALL NOTIFY THE FOLLOWING TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SHALL APPRISE AND COORDINATE DURING ALL PHASES OF CONSTRUCTION:
- 1.1 SUSSEX COUNTY ENGINEERING DEPARTMENT 302-855-7718
- 1.2 DAVIS, BOWEN & FRIEDEL, INC. 302-424-1441 1.3 SUSSEX CONSERVATION DISTRICT 302-856-2105
- 1.4 ARTESIAN WATER COMPANY, INC. 302-453-6900 MISS UTILITY OF DELAWARE SHALL BE NOTIFIED THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION, AT 1-800-282-8555. BOUNDARY SURVEY AND BASE TOPOGRAPHY SHOWN IN THESE PLANS ARE BASED ON FIELD SURVEYS PERFORMED BY MILLER LEWIS, INC.
- CONTRACTOR SHALL PROVIDE STAKEOUT NECESSARY FOR THE INSTALLATION OF UTILITIES, STORM DRAINS, PAVING AND ALL OTHER SITE WORK INCLUDED IN THESE PLANS. ALL STAKEOUT WORK IS TO BE PERFORMED UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL LAND SURVEYOR
- REGISTERED IN THE STATE OF DELAWARE. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEVIATION FROM THESE PLANS UNLESS WRITTEN APPROVAL HAS BEEN
- ACCORDING TO FEMA FLOOD INVENTORY MAP #10005C0495K, DATED MARCH 16, 2015, THE SITE IS NOT IMPACTED BY THE 100 YEAR

DRAINAGE, GRADING AND SEDIMENT CONTROL GENERAL NOTES

- ALL STORM DRAIN PIPING, INLET, MANHOLE, AND END SECTION INSTALLATION SHALL BE IN ACCORDANCE WITH SUSSEX COUNTY CONSTRUCTION
- 2. PIPE SPAN LENGTHS ARE MEASURED FROM C/L OF STRUCTURE TO C/L OF STRUCTURE, WHERE APPLICABLE ARE ROUNDED TO THE NEAREST
- CONSTRUCTION. EROSION CONTROL MATTING SHALL BE PROVIDED ON ALL SLOPES GREATER THAN 3:1.
- THE CONTRACTOR SHALL PROVIDE SEDIMENT CONTROL MEASURES TO PROTECT STOCKPILE AREAS AND STORAGE AREAS. ALL AREAS USED BY THE CONTRACTOR FOR STAGING OPERATIONS SHALL BE FULLY RESTORED BY THE CONTRACTOR UPON COMPLETION OF THE PROJECT. IF THE STAGING AREA IS PAVED, IT SHALL BE RESTORED TO ITS ORIGINAL CONDITION. IF THE STAGING AREA IS UNPAVED, IT SHALL BE RE-GRADED, TOPSOILED, SEEDED AND MULCHED TO THE SATISFACTION OF THE ENGINEER. ALL COSTS ASSOCIATED WITH RESTORATION OF THE STAGING AREA SHALL BE AT THE CONTRACTOR'S EXPENSE. IF THE ENGINEER DETERMINES THAT A SATISFACTORY STAND OF GRASS DOES NOT EXIST AT
- . EQUIPMENT AND/OR STOCKPILE MATERIAL SHALL NOT BE STORED IN THE DRIPLINE AREA OF ANY TREE.
 . IF THE APPROVED PLAN NEEDS TO BE MODIFIED, ADDITIONAL SEDIMENT AND STORMWATER CONTROL MEASURES MAY BE REQUIRED AS DEEMED NECESSARY BY THE SUSSEX CONSERVATION DISTRICT.
- STABILIZATION MATTING SHALL BE NORTH AMERICAN GREEN SC150BN OR APPROVED EQUIVALENT. ADDITIONAL GRADING AND EROSION AND SEDIMENT CONTROL NOTES CAN BE FOUND ON THE EROSION AND SEDIMENT CONTROL PLANS OR

DEMOLITION AND SAFETY GENERAL NOTES

- MISS UTILITY OF DELMARVA SHALL BE NOTIFIED THREE CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION, AT 1-800-282-8555. EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN
- THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY OF DELMARVA.

 THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE ROAD WAY, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN-MADE OBSTRUCTIONS, TRAFFIC CONTROL, REGULATORY, WARNING AND INFORMATIONAL SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE. THE COST SHALL BE INCLUDED IN THE COST OF ITEMS BID.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND ORDERS OF ANY PUBLIC BODY HAVING JURISDICTION. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY THE CONDITIONS AND PROGRESS OF THE WORK, ALL NECESSARY SAFEGUARDS FOR SAFETY AND PROTECTION.
- DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING THE EXCAVATION FOR STRUCTURES AND UTILITY LINES ON AND OFF SITE MUST BE REMOVED AND PROPERLY DISCARDED. ANY REMEDIAL ACTION REQUIRED IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM. ADDITIONAL COSTS WILL BE NEGOTIATED WITH THE OWNER.
- DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL WORK MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS THERETO APPURTENANT. ALL EXISTING SEWER PIPE, MANHOLES, AND APPURTENANCES DESIGNATED FOR REMOVAL SHALL BE REMOVED. NO ABANDONED IN PLACE

FIRE PROTECTION GENERAL NOTES

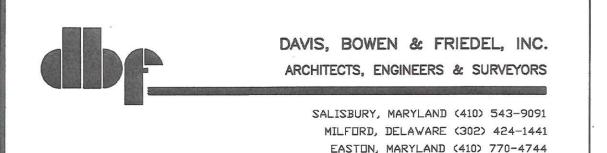
THERE ARE NO PROPOSED SPRINKLERS FOR THE AMENITIES CENTER IN MILO'S HAVEN. ALL BUILDINGS ARE LESS THAN 10,000 SQ. FT. . ALL FIRE LANES, FIRE HYDRANTS, STAND PIPES, SPRINKLER CONNECTIONS, EXITS, ETC., SHALL BE MARKED AND/OR PROTECTED IN ACCORDANCE WITH STATE FIRE PROTECTION REGULATIONS AS EVIDENCED IN SECTION 705, CHAPTER 5, STANDARD FOR THE MARKING, IDENTIFICATION, AND ACCESSIBILITY OF FIRE LANES, EXITS, FIRE HYDRANTS, SPRINKLER, AND STANDPIPE CONNECTIONS.

INTERNAL PAVING / CONCRETE NOTES

- WARM MIX ASPHALT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2001 DeIDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION INCLUDING SPECIAL PROVISIONS:
- 1.1. SECTION 401 FOR PLACEMENT OF TACK COAT AND WARM MIX. 1.2. ASPHALT SHALL BE FROM A DeIDOT APPROVED PLANT. 1.3. WARM MIX SHALL NOT BE APPLIED WHEN THE TEMPERATURE IS BELOW 40° F OR ON ANY WET OR FROZEN SURFACE.
- 2. ALL DISTURBED AREAS NOT COVERED WITH IMPERVIOUS MATERIAL, SHALL BE TOPSOILED (6" MINIMUM), FERTILIZED, SEEDED AND MULCHED. 3. ALL SIGNING AND MAINTENANCE OF TRAFFIC IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL FOLLOW THE 2011 DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- 4. DESIGN, FABRICATION, AND INSTALLATION OF ALL PERMANENT SIGNING SHALL BE AS OUTLINED IN THE 2011 DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION). 5. FOR FINAL PERMANENT PAVEMENT MARKINGS, EPOXY RESIN PAINT SHALL BE REQUIRED FOR LONG LINE STRIPING AND THERMO WILL BE
- REQUIRED FOR SHORT LINE STRIPING, i.e. SYMBOLS/LEGENDS. 6. ALL TRAFFIC CONTROL DEVICES SHALL BE IN NEW OR REFURBISHED CONDITION, SHALL COMPLY WITH THE 2011 DELAWARE MANUAL ON
- UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION), AND SHALL BE NCHRP 350 APPROVED AND SHALL BE APPROVED BY THE
- ENGINEER PRIOR TO INSTALLATION. TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED IN GOOD CONDITION FOR DURATION OF USE. BREAKAWAY POSTS SHALL BE USED WHEN INSTALLING ALL SIGNS. DETAIL CAN BE FOUND IN DELDOT'S STANDARD CONSTRUCTION DETAILS. . PLAN LOCATION AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- 9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PAVING IS INSTALLED TO THE ELEVATIONS SHOWN AND THAT NO PONDING OF WATER EXISTS AFTER PAVING IS COMPLETE, PONDING IS DEFINED AS WATER STANDING IN AN AREA MORE THAN 1 HOUR AFTER A RAINFALL EVENT THAT PRODUCES RUNOFF, ELIMINATION OF PONDING WILL BE COMPLETED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- IO. SUPERPAVE HOT-MIX SHALL BE USED IN ACCORDANCE WITH DeIDOT SPECIAL PROVISIONS. 11. CONCRETE SHALL BE PLACED IN ACCORDANCE WITH DeIDOT STANDARD SPECIFICATIONS.

SANITARY SEWER GENERAL NOTES

- CONTRACTOR SHALL PROVIDE STAKEOUT SURVEY NECESSARY FOR THE INSTALLATION OF UTILITY WORK AND APPURTENANCES AS REQUIRED PER THE SUSSEX COUNTY STANDARDS AND SPECIFICATIONS.
- SANITARY SEWER CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH SUSSEX COUNTY STANDARDS AND SPECIFICATIONS AND
- 3. ALL SANITARY SEWER MATERIALS AND APPURTENANCES SHALL MEET OR EXCEED THOSE REQUIRED BY SUSSEX COUNTY STANDARDS AND SPECIFICATIONS AND DETAILS.
- . USE ONLY SUITABLE GRANULAR MATERIAL APPROVED BY SUSSEX COUNTY FOR BACKFILLING TRENCHES. SANITARY SEWER LATERAL SHALL BE 8" POLYVINYL CHLORIDE (PVC), SDR 26. SEWER LATERAL SHALL INCLUDE A 8" CLEANOUT, WYE, AND CAP JUST BEHIND THE RIGHT-OF-WAY LINE.
- ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS. PIPE SPAN LENGTHS ARE MEASURED FROM C/L OF STRUCTURE TO C/L OF STRUCTURE, WHERE APPLICABLE ARE ROUNDED TO THE
- 8. THE CONTRACTOR SHALL FIELD VERIFY INVERTS AND LOCATION OF EXISTING SANITARY SEWER MAINS OR MANHOLES TO WHICH NEW
- CONSTRUCTION WILL CONNECT. . THE SEWER LATERAL SHALL HAVE A MINIMUM COVER OF 3 FEET FROM PROPOSED GRADE, AS MEASURED FROM THE TOP OF PIPE. 10. THE CONTRACTOR SHALL OPEN ONLY THAT SECTION OF TRENCH OR ACCESS PITS WHICH CAN BE BACKFILLED AND STABILIZED AT THE END OF EACH WORKING DAY. STEEL PLATES SHALL BE USED ON ANY TRENCH OR ACCESS PITS WHICH MUST REMAIN OPEN
- OVERNIGHT. THIS REQUIREMENT DOES NOT APPLY TO AREAS COMPLETELY CLOSED AND SECURE FROM VEHICULAR OR PEDESTRIAN 11. FINAL APPROVED SET OF PLANS AND SPECIFICATIONS SHALL BE MAINTAINED ON THE JOB SITE. FAILURE TO COMPLY WITH THIS
- PROVISION SHALL BE CONSIDERED CAUSE TO STOP THE WORK. 12. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF CONTRACT DRAWINGS ON WHICH HE SHALL NOTE, IN RED, THE ALIGNMENTS AND INVERTS OF ALL UNDERGROUND UTILITIES INSTALLED OR ENCOUNTERED DURING THE PROSECUTION OF THE WORK. ALL DISCREPANCIES BETWEEN THE PLAN LOCATIONS AND ELEVATIONS OF BOTH THE EXISTING AND PROPOSED UTILITIES SHALL BE SHOWN
- ON THE AS-BUILT DRAWINGS TO BE MAINTAINED BY THE CONTRACTOR IN THE FIELD. 13. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO LOCATE PROPERTY LINES, EASEMENTS, AND RIGHT-OF-WAY LINES PRIOR TO CONSTRUCTION AND AVOID CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY AND/OR RIGHTS OF WAYS WHERE SAID CONSTRUCTION IS PROHIBITED. THE CONTRACTOR MAY CONDUCT CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY PROVIDED HE HAS OBTAINED PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNER AND HAS SUBMITTED A COPY OF SAID WRITTEN PERMISSION TO SUSSEX COUNTY. ANY DISTURBED AREAS BEYOND THE RIGHT-OF-WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL
- CONDITION. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE COST OF ITEMS BID. 14. DIFFERING SITE CONDITIONS AND/OR DIFFERING MATERIAL PROPERTIES SHALL REQUIRE SUSSEX COUNTY APPROVAL OF SPECIAL DESIGN DETAILS PREPARED BY THE DESIGN ENGINEER PRIOR TO INITIATING OR RESUMING CONSTRUCTION ACTIVITIES.
- 15. ALL TESTING AND INSPECTION SHALL BE PERFORMED IN ACCORDANCE WITH THE SUSSEX COUNTY STANDARDS AND SPECIFICATIONS. 16. ALL GRAVITY SANITARY SEWER PIPE AND FITTINGS SHALL BE POLYVINYL CHLORIDE (PVC), SDR 26. 17. SEWER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM WATER MAINS. SEWER CROSSING WATER MAINS SHALL HAVE A
- MINIMUM VERTICAL CLEARANCE OF 18" TO OUTSIDE OF PIPES. IF AN 18" CLEARANCE CANNOT BE OBTAINED, A 10 LINEAR FOOT CONCRETE ENCASEMENT SHALL BE USED ON THE SEWER MAIN. 18. THE SUSSEX COUNTY STANDARDS AND SPECIFICATIONS ARE THE SUSSEX COUNTY WASTEWATER STANDARDS AND SPECIFICATIONS DATED 6/19/2012. COPIES CAN BE OBTAINED FROM SUSSEX COUNTY.



AMENITIES CENTER

MILO'S HAVEN BALTIMORE HUNDRED SUSSEX COUNTY, DELAWARE

DBF # 0700A040.D01 JUNE 22, 2022



POTABLE WATER DISTRIBUTION GENERAL NOTES

- CONTRACTORS APPROVED AND CONTRACTED BY ARTESIAN WATER COMPANY, INC. ARE ONLY PERMITTED TO PERFORM INSTALLATION OF THE WATER DISTRIBUTION SYSTEM.
- ARTESIAN WATER COMPANY, INC. OR ITS CONTRACTOR IS RESPONSIBLE FOR ALL WATER INSTALLATION. ALL WORK MUST BE IN CONFORMANCE WITH ARTESIAN WATER, INC. STANDARDS AND SPECIFICATIONS.
- ALL WORK MUST BE HYDROSTATICALLY TESTED AND THEN DISINFECTED. CONTRACTOR SHALL SUPPLY ALL MATERIALS TO TEST AND DISINFECT THE SYSTEM. CONTRACTOR IS REQUIRED TO OBTAIN A CERTIFICATE TO OPERATE FROM DHSS OFFICE OF DRINKING WATER. ALL AREAS DISTURBED SHALL BE RESTORED TO THEIR ORIGINAL CONDITION. IF ADDITIONAL WORK IS REQUIRED IN THE FUTURE THEN
- THE AREA SHALL BE STABILIZED IN ACCORDANCE WITH THE EROSION AND SEDIMENT CONTROL PLANS. WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM SEWER MAINS. WATER CROSSING SEWER MAINS SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 18" TO OUTSIDE OF PIPES. IF AN 18" CLEARANCE CANNOT BE OBTAINED, A 10 LINEAR FOOT
- CONCRETE ENCASEMENT SHALL BE USED ON THE SEWER MAIN. WHEN IT IS IMPOSSIBLE TO OBTAIN THE MINIMAL 10 FOOT HORIZONTAL AND/OR 18" SEPARATION BETWEEN WATER MAINS AND
- SANITARY SEWER, THE OFFICE OF ENGINEERING MUST SPECIFICALLY APPROVE ANY VARIANCE SUPPORTED BY DATA FROM THE DESIGN 8. THE ARTESIAN STANDARDS AND SPECIFICATIONS ARE THE AWC STANDARDS/SPECS/PROCEDURES LAST UPDATED ON 10/16/07.
- COPIES CAN BE OBTAINED FROM ARTESIAN WATER, INC.

 THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF CONTRACT DRAWINGS ON WHICH HE SHALL NOTE, IN RED, THE ALIGNMENTS AND INVERTS OF ALL UNDERGROUND UTILITIES INSTALLED OR ENCOUNTERED DURING THE PROSECUTION OF THE WORK. ALL DISCREPANCIES BETWEEN THE PLAN LOCATIONS AND ELEVATIONS OF BOTH THE EXISTING AND PROPOSED UTILITIES SHALL BE
- SHOWN ON THE AS-BUILT DRAWINGS TO BE MAINTAINED BY THE CONTRACTOR IN THE FIELD. 10. PLAN LOCATIONS AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE SPECIFIED BY THE ENGINEER. THE CONTRACTOR SHALL ADJUST WATERLINE LOCATIONS AS REQUIRED TO AVOID CONFLICTS WITH OTHER UTILITIES.
- 11. WATER SERVICE STUBS SHALL NOT BE INSTALLED BY THE CONTRACTOR PRIOR TO THE SUCCESSFUL PRESSURE TESTING OF THE 12. ALL WATER MAINS SHALL HAVE A 42" MINIMUM COVER.

OWNER'S STATEMENT

COLUMBIA, MD 21046

, THE UNDERSIGNED, CERTIFY THAT ALL LAND CLEARING, CONSTRUCTION AND DEVELOPMENT SHOULD BE DONE PURSUANT TO THE APPROVED PLAN AND THAT RESPONSIBLE PERSONNEL (I.E., BLUE CARD HOLDER) INVOLVED IN THE LAND DISTURBANCE WILL HAVE A CERTIFICATION OF TRAINING PRIOR TO INITIATION OF THE PROJECT, AT A DNREC SPONSORED OR APPROVED TRAINING COURSE FOR THE CONTROL OF EROSION AND SEDIMENT DURING CONSTRUCTION. IN ADDITION, I GRANT THE DNREC SEDIMENT AND STORMWATER PROGRAM AND/OR THE RELEVANT DELEGATED AGENCY THE RIGHT TO CONDUCT ONSITE REVIEWS, AND I UNDERSTAND MY RESPONSIBILITIES UNDER THE NPDES CONSTRUCTION GENERAL PERMIT, AS REFERENCED ON THIS COVERSHEET.

DATE 6/27/2 MARK ANDERSON 7035 ALBERT EINSTEIN DRIVE, SUITE 200

ENGINEER'S STATEMENT

I, W. ZACHARY CROUCH, P.E., HEREBY STATE THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.



S----

— — — PROPERTY LINE # IRON ROD WITH CAP SET ----- + + ---- EASEMENT

---- BUILDING SETBACK LINE

TREE LINE

WETLANDS

--- CO--- EXISTING CONTOUR —— PROPOSED CONTOUR

00.00 SPOT ELEVATION

CATCH BASIN, STORM PIPE, FLARED END, AND LABELS

> SANITARY SEWER MANHOLE, PIPE, FLOW ARROW, AND PIPE SIZE

SANITARY SEWER LATERAL WATER LATERAL

AND PIPE SIZE

FIRE HYDRANT ASSEMBLY

SIDEWALK

DATA COLUMN

1-34-18.00-38.00 & 1-34-19.00-13.03 34702 CIDER LANE, FRANKFORD, DE 19942 SITE ADDRESS: APPROX. CENTER OF MILO'S HAVEN: LAT.=31.0158, LONG.=-85.8711

THE PROPERTY IS NOT IMPACTED BY THE 100 YEAR FLOODPLAIN AS DETERMINED BY FEMA MAP 10005C0495K, DATED, MARCH 16, 2015.

THE AMENITIES CENTER PARCEL IS NOT IMPACTED BY WETLANDS.

SITE IS LOCATED ENTIRELY WITHIN THE ENVIRONMENTALLY SENSITIVE DEVELOPMENT DISTRICT

SITE IS DESIGNATED AS COASTAL AREA BY THE 2018 SUSSEX COUNTY COMPREHENSIVE

SANITARY SEWER: SUSSEX COUNTY (BEAVER DAM PLANNING AREA) WATER SERVICE: ARTESIAN WATER COMPANY

EXISTING ZONING: GR (GENERAL RESIDENTIAL)

PROPOSED ZONING: GR/RPC (GENERAL RESIDENTIAL/RESIDENTIAL PLANNED COMMUNITY)

RESIDENTIAL, AGRICULTURAL, VACANT

PARKING REQUIRED: 1,540 SF POOL AREA x 1 SPACE/100 SF = 16 SPACES

PARKING PROVIDED: 16 SPACES (INCLUDING 1 VAN ACCESSIBLE)

BUILDINGS: CONSTRUCTION: WOOD/CONCRETE BLOCK, V-B (IBC), V(000) (NFPA)

MAX HEIGHT: 42 FT (3-1/2 STORIES)

AREAS: POOL MECHANICAL AND STORAGE:

LOT AREAS:

OPEN AREA: 10,265 SF± (74.29%) 29,660 SF± (25.71%) IMPERVIOUS AREAS AMENITY CENTER PARCEL: 39,925 SF± (100.00%)

NET DEVELOPMENT AREA: 39,925 SF x 0.9 (10% OPEN SPACE) = 35,932 SF

ESDDOZ: SIDE YARD: REAR YARD: MIN LOT AREA: 7500 S MIN LOT WIDTH: MIN LOT DEPTH:

NAVD 88 NAD 83 (DE STATE PLANE) HORIZONTAL:

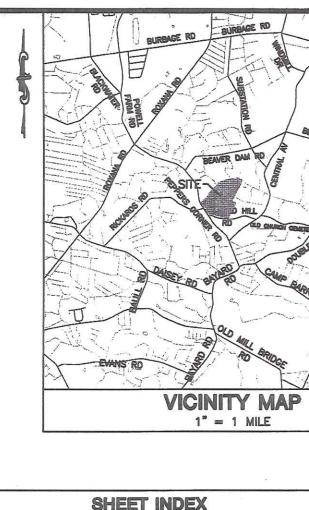
NON-TIDAL WETLANDS BUFFER:

CONTACT: CHRIS ARMSTRONG

VEGETATIVE BUFFER:

OWNER/DEVELOPER: US HOME, LLC. 7035 ALBERT EINSTEIN DRIVE, SUITE 200 COLUMBIA, MD 21046 PHONE: (240) 517-0220

PREPARED BY:
DAVIS, BOWEN & FRIEDEL, INC.
1 PARK AVENUE MILFORD, DE 19963 PHONE: (302) 424-1441 FAX: (302) 424-0430

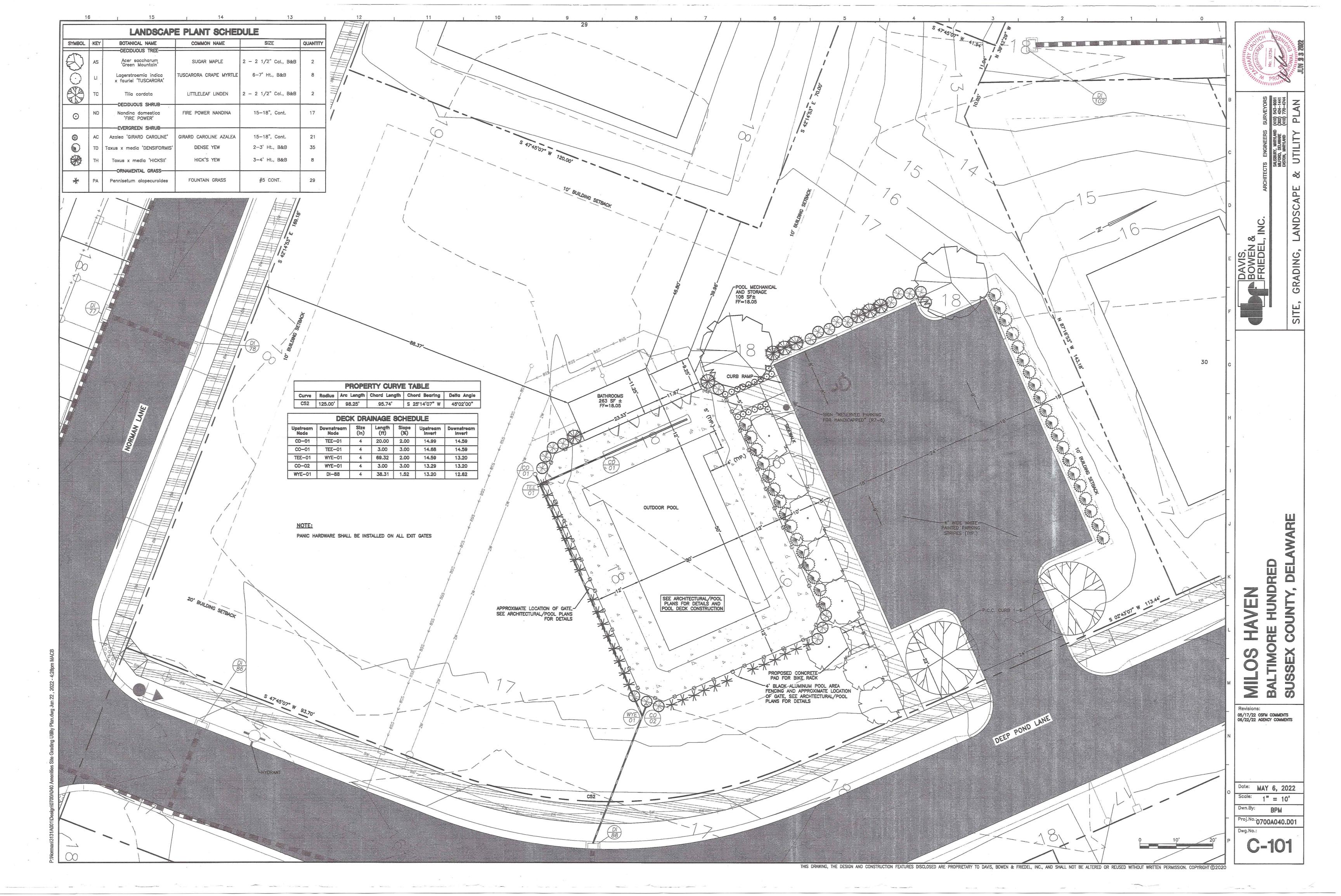


SITE, GRADING, LANDSCAPE & UTILITY PLAN

Sheet Number | Sheet Title

TITLE SHEET

C-001



CIVIL PLAN GENERAL NOTES

- THE CONTRACTOR SHALL NOTIFY THE FOLLOWING TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND SHALL APPRISE AND COORDINATE DURING ALL PHASES OF CONSTRUCTION: 1.1 SUSSEX COUNTY ENGINEERING DEPARTMENT 302-855-7718
- 1.2 DAVIS, BOWEN & FRIEDEL, INC. 302-424-1441
- 1.3 SUSSEX CONSERVATION DISTRICT 302-856-2105
- 1.4 ARTESIAN WATER COMPANY, INC. 302-453-6900 MISS UTILITY OF DELAWARE SHALL BE NOTIFIED THREE (3) CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION, AT 1-800-282-8555
- BOUNDARY SURVEY AND BASE TOPOGRAPHY SHOWN IN THESE PLANS ARE BASED ON FIELD SURVEYS PERFORMED BY MILLER LEWIS, INC. CONTRACTOR SHALL PROVIDE STAKEOUT NECESSARY FOR THE INSTALLATION OF UTILITIES, STORM DRAINS, PAVING AND ALL OTHER SITE WORK INCLUDED IN THESE PLANS. ALL STAKEOUT WORK IS TO BE PERFORMED UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF DELAWARE.
- THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEVIATION FROM THESE PLANS UNLESS WRITTEN APPROVAL HAS BEEN PROVIDED BY THE ENGINEER.
- 6. ACCORDING TO FEMA FLOOD INVENTORY MAP #10005C0495K, DATED MARCH 16, 2015, THE SITE IS NOT IMPACTED BY THE 100 YEAR

DRAINAGE, GRADING AND SEDIMENT CONTROL GENERAL NOTES

- 1. ALL STORM DRAIN PIPING, INLET, MANHOLE, AND END SECTION INSTALLATION SHALL BE IN ACCORDANCE WITH SUSSEX COUNTY CONSTRUCTION
- 2. PIPE SPAN LENGTHS ARE MEASURED FROM C/L OF STRUCTURE TO C/L OF STRUCTURE, WHERE APPLICABLE ARE ROUNDED TO THE NEAREST
- 4. CONTRACTOR SHALL GRADE, TOPSOIL, SEED AND MULCH ALL DISTURBED AREAS OF CONSTRUCTION, INCLUDING PIPE INSTALLATION OR DITCH CONSTRUCTION. EROSION CONTROL MATTING SHALL BE PROVIDED ON ALL SLOPES GREATER THAN 3:1.
 THE CONTRACTOR SHALL PROVIDE SEDIMENT CONTROL MEASURES TO PROTECT STOCKPILE AREAS AND STORAGE AREAS. ALL AREAS USED BY
- THE CONTRACTOR FOR STAGING OPERATIONS SHALL BE FULLY RESTORED BY THE CONTRACTOR UPON COMPLETION OF THE PROJECT. IF THE STAGING AREA IS PAVED, IT SHALL BE RESTORED TO ITS ORIGINAL CONDITION. IF THE STAGING AREA IS UNPAVED, IT SHALL BE RE-GRADED TOPSOILED, SEEDED AND MULCHED TO THE SATISFACTION OF THE ENGINEER. ALL COSTS ASSOCIATED WITH RESTORATION OF THE STAGING AREA SHALL BE AT THE CONTRACTOR'S EXPENSE. IF THE ENGINEER DETERMINES THAT A SATISFACTORY STAND OF GRASS DOES NOT EXIST AT THE TIME OF FINAL INSPECTION, ALL COSTS ASSOCIATED WITH RE-ESTABLISHING A SATISFACTORY STAND OF GRASS SHALL BE AT THE
- EQUIPMENT AND/OR STOCKPILE MATERIAL SHALL NOT BE STORED IN THE DRIPLINE AREA OF ANY TREE.
 IF THE APPROVED PLAN NEEDS TO BE MODIFIED, ADDITIONAL SEDIMENT AND STORMWATER CONTROL MEASURES MAY BE REQUIRED AS DEEMED
- STABILIZATION MATTING SHALL BE NORTH AMERICAN GREEN SC150BN OR APPROVED EQUIVALENT. ADDITIONAL GRADING AND EROSION AND SEDIMENT CONTROL NOTES CAN BE FOUND ON THE EROSION AND SEDIMENT CONTROL PLANS OR

DEMOLITION AND SAFETY GENERAL NOTES

- MISS UTILITY OF DELMARVA SHALL BE NOTIFIED THREE CONSECUTIVE WORKING DAYS PRIOR TO EXCAVATION, AT 1-800-282-8555 EXISTING UTILITIES ARE SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. COMPLETENESS OR CORRECTNESS THEREOF IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES INVOLVED IN ORDER TO SECURE THE MOST ACCURATE INFORMATION AVAILABLE AS TO UTILITY LOCATION AND ELEVATION. NO CONSTRUCTION AROUND OR ADJACENT TO UTILITIES SHALL BEGIN WITHOUT NOTIFYING THEIR OWNERS AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE AND ANY DAMAGE DONE TO THEM DUE TO HIS/HER NEGLIGENCE SHALL BE IMMEDIATELY AND COMPLETELY REPAIRED AT THE CONTRACTOR'S EXPENSE. TO LOCATE EXISTING UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT MISS UTILITY OF DELMARVA.
- THE CONTRACTOR SHALL REMOVE AND IMMEDIATELY REPLACE, RELOCATE, RESET OR RECONSTRUCT ALL OBSTRUCTIONS IN THE ROAD WAY, INCLUDING, BUT NOT LIMITED TO, MAILBOXES, SIGNS, LANDSCAPING, LIGHTING, PLANTERS, CULVERTS, DRIVEWAYS, PARKING AREAS, CURBS, GUTTERS, FENCES, OR OTHER NATURAL OR MAN-MADE OBSTRUCTIONS, TRAFFIC CONTROL, REGULATORY, WARNING AND INFORMATIONAL SIGNS SHALL REMAIN FUNCTIONAL AND VISIBLE TO THE APPROPRIATE LANES OF TRAFFIC AT ALL TIMES, WITH THEIR RELOCATION KEPT TO A MINIMUM DISTANCE. THE COST SHALL BE INCLUDED IN THE COST OF ITEMS BID.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND ORDERS OF ANY PUBLIC BODY HAVING JURISDICTION. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY THE CONDITIONS AND PROGRESS OF THE WORK, ALL NECESSARY SAFEGUARDS FOR SAFETY AND PROTECTION.
- DELAWARE REGULATIONS PROHIBIT THE BURIAL OF CONSTRUCTION DEMOLITION DEBRIS, INCLUDING TREES AND STUMPS ON CONSTRUCTION SITES. ANY SOLID WASTE FOUND DURING THE EXCAVATION FOR STRUCTURES AND UTILITY LINES ON AND OFF SITE MUST BE REMOVED AND PROPERLY DISCARDED. ANY REMEDIAL ACTION REQUIRED IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM. ADDITIONAL COSTS WILL
- DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. ALL WORK MUST BE DONE IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS THERETO APPURTENANT.
- ALL EXISTING SEWER PIPE, MANHOLES, AND APPURTENANCES DESIGNATED FOR REMOVAL SHALL BE REMOVED. NO ABANDONED IN PLACE

FIRE PROTECTION GENERAL NOTES

THERE ARE NO PROPOSED SPRINKLERS FOR THE AMENITIES CENTER IN MILO'S HAVEN. ALL BUILDINGS ARE LESS THAN 10,000 SQ. FT. 2. ALL FIRE LANES, FIRE HYDRANTS, STAND PIPES, SPRINKLER CONNECTIONS, EXITS, ETC., SHALL BE MARKED AND/OR PROTECTED IN ACCORDANCE WITH STATE FIRE PROTECTION REGULATIONS AS EVIDENCED IN SECTION 705, CHAPTER 5, STANDARD FOR THE MARKING, IDENTIFICATION. AND ACCESSIBILITY OF FIRE LANES. EXITS, FIRE HYDRANTS, SPRINKLER, AND STANDPIPE CONNECTIONS.

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- UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION). 4. DESIGN, FABRICATION, AND INSTALLATION OF ALL PERMANENT SIGNING SHALL BE AS OUTLINED IN THE 2011 DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- 5. FOR FINAL PERMANENT PAVEMENT MARKINGS, EPOXY RESIN PAINT SHALL BE REQUIRED FOR LONG LINE STRIPING AND THERMO WILL BE
- REQUIRED FOR SHORT LINE STRIPING, I.e. SYMBOLS/LEGENDS. 6. ALL TRAFFIC CONTROL DEVICES SHALL BE IN NEW OR REFURBISHED CONDITION, SHALL COMPLY WITH THE 2011 DELAWARE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION). AND SHALL BE NCHRP - 350 APPROVED AND SHALL BE APPROVED BY THE
- ENGINEER PRIOR TO INSTALLATION. TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED IN GOOD CONDITION FOR DURATION OF USE. BREAKAWAY POSTS SHALL BE USED WHEN INSTALLING ALL SIGNS. DETAIL CAN BE FOUND IN DELDOT'S STANDARD CONSTRUCTION DETAILS. 8. PLAN LOCATION AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- 9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PAVING IS INSTALLED TO THE ELEVATIONS SHOWN AND THAT NO PONDING OF WATER EXISTS AFTER PAVING IS COMPLETE. PONDING IS DEFINED AS WATER STANDING IN AN AREA MORE THAN 1 HOUR AFTER A RAINFALL EVENT THAT PRODUCES RUNOFF, ELIMINATION OF PONDING WILL BE COMPLETED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. 10. SUPERPAVE HOT-MIX SHALL BE USED IN ACCORDANCE WITH DeIDOT SPECIAL PROVISIONS. 11. CONCRETE SHALL BE PLACED IN ACCORDANCE WITH DEIDOT STANDARD SPECIFICATIONS.

SANITARY SEWER GENERAL NOTES

- CONTRACTOR SHALL PROVIDE STAKEOUT SURVEY NECESSARY FOR THE INSTALLATION OF UTILITY WORK AND APPURTENANCES AS
- REQUIRED PER THE SUSSEX COUNTY STANDARDS AND SPECIFICATIONS. SANITARY SEWER CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH SUSSEX COUNTY STANDARDS AND SPECIFICATIONS AND
- 3. ALL SANITARY SEWER MATERIALS AND APPURTENANCES SHALL MEET OR EXCEED THOSE REQUIRED BY SUSSEX COUNTY STANDARDS AND
- SPECIFICATIONS AND DETAILS. 4. USE ONLY SUITABLE GRANULAR MATERIAL APPROVED BY SUSSEX COUNTY FOR BACKFILLING TRENCHES.
- SANITARY SEWER LATERAL SHALL BE 8" POLYVINYL CHLORIDE (PVC), SDR 26. SEWER LATERAL SHALL INCLUDE A 8" CLEANOUT, WYE, AND CAP JUST BEHIND THE RIGHT-OF-WAY LINE. ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
- 7. PIPE SPAN LENGTHS ARE MEASURED FROM C/L OF STRUCTURE TO C/L OF STRUCTURE, WHERE APPLICABLE ARE ROUNDED TO THE
- 8. THE CONTRACTOR SHALL FIELD VERIFY INVERTS AND LOCATION OF EXISTING SANITARY SEWER MAINS OR MANHOLES TO WHICH NEW
- CONSTRUCTION WILL CONNECT. THE SEWER LATERAL SHALL HAVE A MINIMUM COVER OF 3 FEET FROM PROPOSED GRADE, AS MEASURED FROM THE TOP OF PIPE. 10. THE CONTRACTOR SHALL OPEN ONLY THAT SECTION OF TRENCH OR ACCESS PITS WHICH CAN BE BACKFILLED AND STABILIZED AT THE END OF EACH WORKING DAY, STEEL PLATES SHALL BE USED ON ANY TRENCH OR ACCESS PITS WHICH MUST REMAIN OPEN

OVERNIGHT. THIS REQUIREMENT DOES NOT APPLY TO AREAS COMPLETELY CLOSED AND SECURE FROM VEHICULAR OR PEDESTRIAN

- 11. FINAL APPROVED SET OF PLANS AND SPECIFICATIONS SHALL BE MAINTAINED ON THE JOB SITE. FAILURE TO COMPLY WITH THIS PROVISION SHALL BE CONSIDERED CAUSE TO STOP THE WORK.
- 12. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF CONTRACT DRAWINGS ON WHICH HE SHALL NOTE, IN RED. THE ALIGNMENTS AND INVERTS OF ALL UNDERGROUND UTILITIES INSTALLED OR ENCOUNTERED DURING THE PROSECUTION OF THE WORK. ALL DISCREPANCIES BETWEEN THE PLAN LOCATIONS AND ELEVATIONS OF BOTH THE EXISTING AND PROPOSED UTILITIES SHALL BE SHOWN
- ON THE AS-BUILT DRAWINGS TO BE MAINTAINED BY THE CONTRACTOR IN THE FIELD. 13. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO LOCATE PROPERTY LINES, EASEMENTS, AND RIGHT-OF-WAY LINES PRIOR TO CONSTRUCTION AND AVOID CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY AND/OR RIGHTS OF WAYS WHERE SAID CONSTRUCTION IS PROHIBITED. THE CONTRACTOR MAY CONDUCT CONSTRUCTION ACTIVITIES ON PRIVATE PROPERTY PROVIDED HE HAS OBTAINED PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNER AND HAS SUBMITTED A COPY OF SAID WRITTEN PERMISSION TO SUSSEX COUNTY. ANY DISTURBED AREAS BEYOND THE RIGHT-OF-WAY OR EASEMENT LINES SHALL BE RESTORED IMMEDIATELY TO THEIR ORIGINAL CONDITION. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE COST OF ITEMS BID.
- 14. DIFFERING SITE CONDITIONS AND/OR DIFFERING MATERIAL PROPERTIES SHALL REQUIRE SUSSEX COUNTY APPROVAL OF SPECIAL DESIGN DETAILS PREPARED BY THE DESIGN ENGINEER PRIOR TO INITIATING OR RESUMING CONSTRUCTION ACTIVITIES.
- 15. ALL TESTING AND INSPECTION SHALL BE PERFORMED IN ACCORDANCE WITH THE SUSSEX COUNTY STANDARDS AND SPECIFICATIONS. 16. ALL GRAVITY SANITARY SEWER PIPE AND FITTINGS SHALL BE POLYVINYL CHLORIDE (PVC), SDR 26.
- 17. SEWER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM WATER MAINS. SEWER CROSSING WATER MAINS SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 18" TO OUTSIDE OF PIPES. IF AN 18" CLEARANCE CANNOT BE OBTAINED, A 10 LINEAR FOOT CONCRETE ENCASEMENT SHALL BE USED ON THE SEWER MAIN.
- 18. THE SUSSEX COUNTY STANDARDS AND SPECIFICATIONS ARE THE SUSSEX COUNTY WASTEWATER STANDARDS AND SPECIFICATIONS DATED 6/19/2012. COPIES CAN BE OBTAINED FROM SUSSEX COUNTY.

DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS, ENGINEERS & SURVEYORS

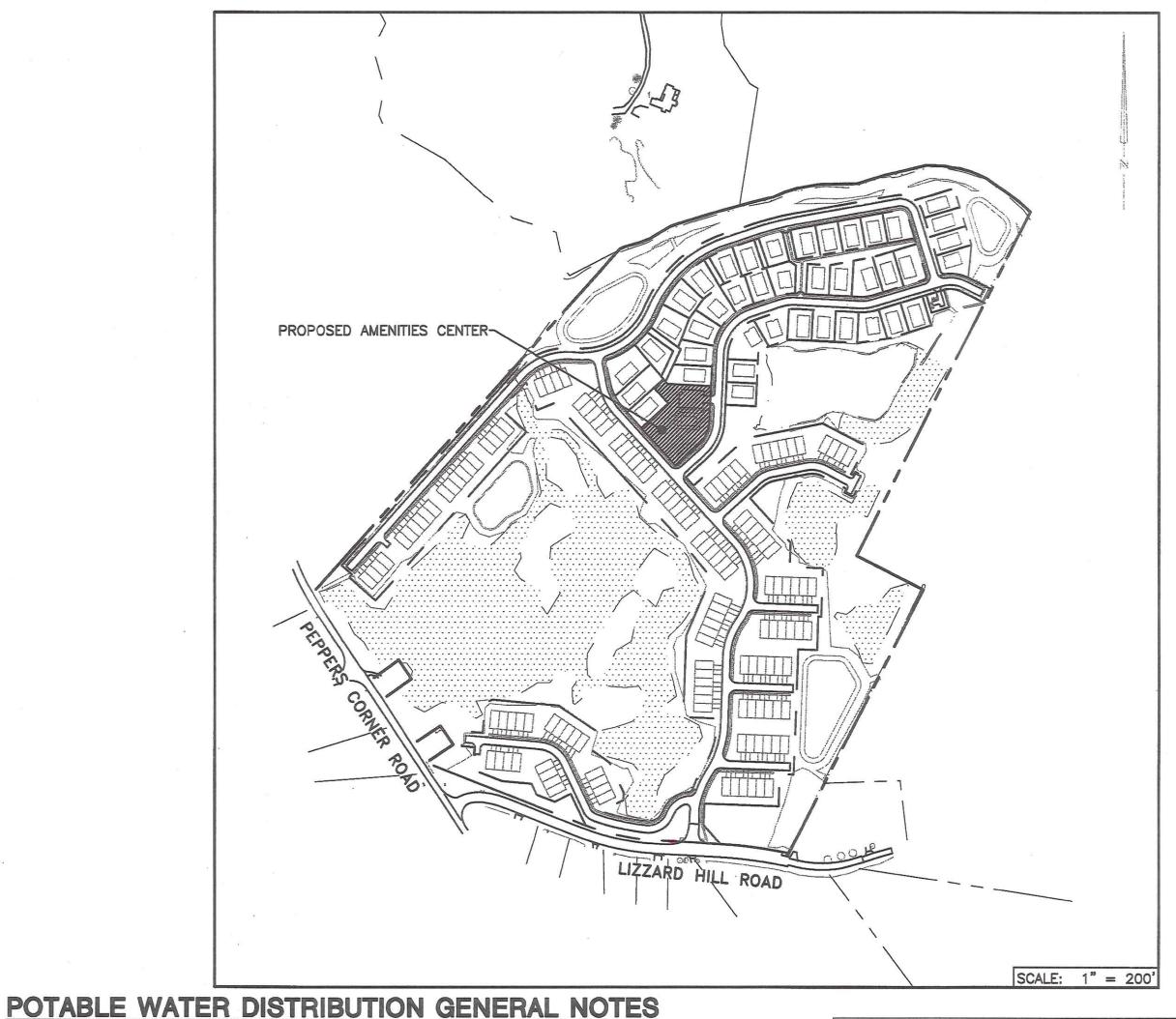
> SALISBURY, MARYLAND (410) 543-9091 MILFORD, DELAWARE (302) 424-1441 EASTON, MARYLAND (410) 770-4744

AMENITIES CENTER

MILO'S HAVEN BALTIMORE HUNDRED SUSSEX COUNTY, DELAWARE

DBF # 0700A040.D01

JUNE 22, 2022



- CONTRACTORS APPROVED AND CONTRACTED BY ARTESIAN WATER COMPANY, INC. ARE ONLY PERMITTED TO PERFORM INSTALLATION OF THE WATER DISTRIBUTION SYSTEM.
- ARTESIAN WATER COMPANY, INC. OR ITS CONTRACTOR IS RESPONSIBLE FOR ALL WATER INSTALLATION. ALL WORK MUST BE IN CONFORMANCE WITH ARTESIAN WATER, INC. STANDARDS AND SPECIFICATIONS.
- ALL WORK MUST BE HYDROSTATICALLY TESTED AND THEN DISINFECTED. CONTRACTOR SHALL SUPPLY ALL MATERIALS TO TEST AND DISINFECT THE SYSTEM. CONTRACTOR IS REQUIRED TO OBTAIN A CERTIFICATE TO OPERATE FROM DHSS OFFICE OF DRINKING WATER.
- ALL AREAS DISTURBED SHALL BE RESTORED TO THEIR ORIGINAL CONDITION. IF ADDITIONAL WORK IS REQUIRED IN THE FUTURE THEN THE AREA SHALL BE STABILIZED IN ACCORDANCE WITH THE EROSION AND SEDIMENT CONTROL PLANS. WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM SEWER MAINS. WATER CROSSING SEWER MAINS SHALL HAVE A
- MINIMUM VERTICAL CLEARANCE OF 18" TO OUTSIDE OF PIPES. IF AN 18" CLEARANCE CANNOT BE OBTAINED, A 10 LINEAR FOOT CONCRETE ENCASEMENT SHALL BE USED ON THE SEWER MAIN. WHEN IT IS IMPOSSIBLE TO OBTAIN THE MINIMAL 10 FOOT HORIZONTAL AND/OR 18" SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER, THE OFFICE OF ENGINEERING MUST SPECIFICALLY APPROVE ANY VARIANCE SUPPORTED BY DATA FROM THE DESIGN
- 8. THE ARTESIAN STANDARDS AND SPECIFICATIONS ARE THE AWC STANDARDS/SPECS/PROCEDURES LAST UPDATED ON 10/16/07.
- COPIES CAN BE OBTAINED FROM ARTESIAN WATER, INC.
 THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF CONTRACT DRAWINGS ON WHICH HE SHALL NOTE, IN RED, THE ALIGNMENTS AND INVERTS OF ALL UNDERGROUND UTILITIES INSTALLED OR ENCOUNTERED DURING THE PROSECUTION OF THE WORK. ALL DISCREPANCIES BETWEEN THE PLAN LOCATIONS AND ELEVATIONS OF BOTH THE EXISTING AND PROPOSED UTILITIES SHALL BE
- SHOWN ON THE AS-BUILT DRAWINGS TO BE MAINTAINED BY THE CONTRACTOR IN THE FIELD. 10. PLAN LOCATIONS AND DIMENSIONS SHALL BE STRICTLY ADHERED TO UNLESS OTHERWISE SPECIFIED BY THE ENGINEER, THE
- CONTRACTOR SHALL ADJUST WATERLINE LOCATIONS AS REQUIRED TO AVOID CONFLICTS WITH OTHER UTILITIES. 11. WATER SERVICE STUBS SHALL NOT BE INSTALLED BY THE CONTRACTOR PRIOR TO THE SUCCESSFUL PRESSURE TESTING OF THE
- 12. ALL WATER MAINS SHALL HAVE A 42" MINIMUM COVER.

OWNER'S STATEMENT

, THE UNDERSIGNED, CERTIFY THAT ALL LAND CLEARING, CONSTRUCTION AND DEVELOPMENT SHOULD BE DONE PURSUANT TO THE APPROVED PLAN AND THAT RESPONSIBLE PERSONNEL (I.E., BLUE CARD HOLDER) INVOLVED IN THE LAND DISTURBANCE WILL HAVE A CERTIFICATION OF TRAINING PRIOR TO INITIATIÓN OF THE PROJECT, AT A DNREC SPONSORED OR APPROVED TRAINING COURSE FOR THE CONTROL OF EROSION AND SEDIMENT DURING CONSTRUCTION. IN ADDITION, I GRANT THE DNREC SEDIMENT AND STORMWATER PROGRAM AND/OR THE RELEVANT DELEGATED AGENCY THE RIGHT TO CONDUCT ONSITE REVIEWS, AND I UNDERSTAND MY RESPONSIBILITIES UNDER THE NPDES CONSTRUCTION GENERAL PERMIT, AS REFERENCED ON THIS COVERSHEET.

MARK ANDERSON 7035 ALBERT EINSTEIN DRIVE, SUITE 200

COLUMBIA, MD 21046

ENGINEER'S STATEMENT

I, W. ZACHARY CROUCH, P.E., HEREBY STATE THAT I AM A REGISTERED ENGINEER IN THE STATE OF DELAWARE, THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO MY BEST KNOWLEDGE AND BELIEF REPRESENTS GOOD ENGINEERING PRACTICES AS REQUIRED BY THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

Jussell

REVIEWED BY:



LEGEND

- - PROPERTY LINE # IRON ROD WITH CAP SET

----- + + ---- EASEMENT BUILDING SETBACK LINE

TREE LINE WETLANDS

--- 00- EXISTING CONTOUR

—— PROPOSED CONTOUR 00.00 SPOT ELEVATION

CATCH BASIN, STORM PIPE, FLARED END, AND LABELS

SANITARY SEWER MANHOLE, PIPE, FLOW ARROW, AND PIPE SIZE SANITARY SEWER LATERAL

> WATER LATERAL WATER MAIN TEE. BEND, VALVES, AND PIPE SIZE

FIRE HYDRANT ASSEMBLY

DATA COLUMN

1-34-18.00-38.00 & 1-34-19.00-13.03 SITE ADDRESS: 34702 CIDER LANE, FRANKFORD, DE 19942

APPROX. CENTER OF MILO'S HAVEN: LAT.=31.0158. LONG.=-85.8711

THE PROPERTY IS NOT IMPACTED BY THE 100 YEAR FLOODPLAIN AS DETERMINED BY FEMA MAP 10005C0495K, DATED, MARCH 16, 2015.

THE AMENITIES CENTER PARCEL IS NOT IMPACTED BY WETLANDS.

SITE IS LOCATED ENTIRELY WITHIN THE ENVIRONMENTALLY SENSITIVE DEVELOPMENT DISTRICT OVERLAY ZONE (ESDDOZ).

SITE IS DESIGNATED AS COASTAL AREA BY THE 2018 SUSSEX COUNTY COMPREHENSIVE

SANITARY SEWER: SUSSEX COUNTY (BEAVER DAM PLANNING AREA) WATER SERVICE: ARTESIAN WATER COMPANY

EXISTING ZONING: GR (GENERAL RESIDENTIAL) PROPOSED ZONING: GR/RPC (GENERAL RESIDENTIAL/RESIDENTIAL PLANNED COMMUNITY) RESIDENTIAL, AGRICULTURAL, VACANT

RESIDENTIAL PLANNED COMMUNITY PARKING REQUIRED: 1.540 SF POOL AREA x 1 SPACE/100 SF = 16 SPACES

PARKING PROVIDED: 16 SPACES (INCLUDING 1 VAN ACCESSIBLE) BUILDINGS: CONSTRUCTION:

SCD DETAILED PLAN APPROVAL

SEDIMENT CONTROL & STORMWATER MANAGEMENT

essica L. Watson

WOOD/CONCRETE BLOCK, V-B (IBC), V(000) (NFPA) MAX HEIGHT:

42 FT (3-1/2 STORIES) POOL MECHANICAL AND STORAGE:

LOT AREAS: OPEN AREA: 10,265 SF± (74.29%)

IMPERVIOUS AREA: 29,660 SF± (25,71%) AMENITY CENTER PARCEL: 39,925 SF± (100.00%)

NET DEVELOPMENT AREA: 39,925 SF x 0.9 (10% OPEN SPACE) = 35,932 SF

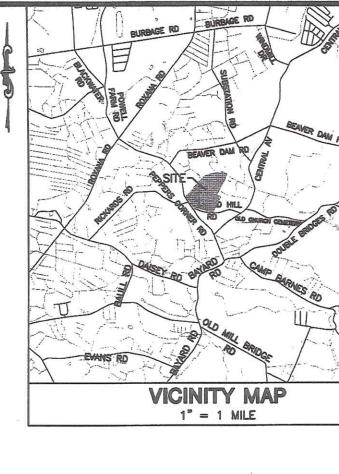
ESDDOZ: SIDE YARD: **REAR YARD:** MIN LOT AREA: MIN LOT WIDTH: MIN LOT DEPTH: NON-TIDAL WETLANDS BUFFER: **VEGETATIVE BUFFER:**

HORIZONTAL: NAD 83 (DE STATE PLANE)

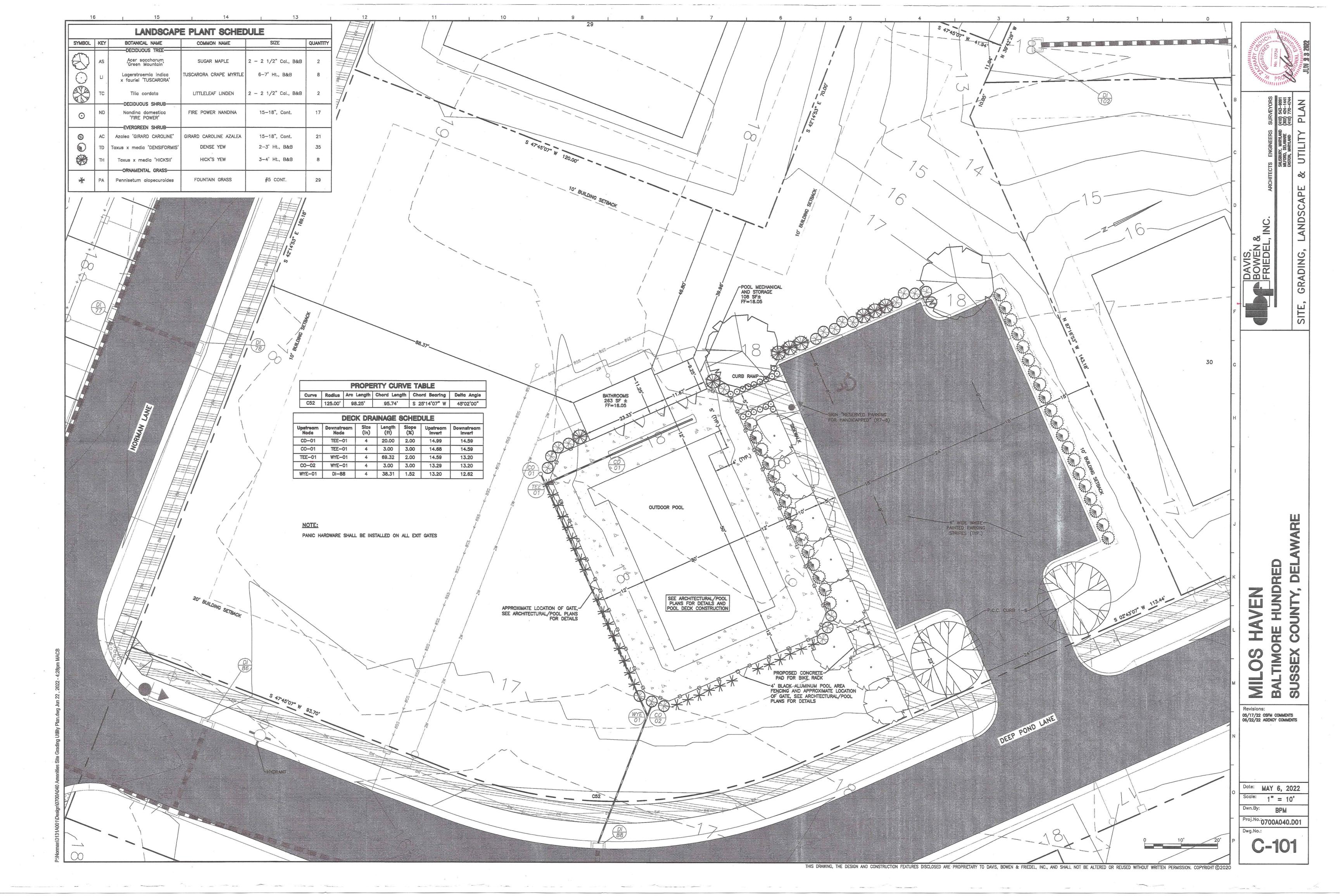
OWNER/DEVELOPER: US HOME, LLC. 7035 ALBERT EINSTEIN DRIVE, SUITE 200 COLUMBIA, MD 21046 PHONE: (240) 517-0220 CONTACT: CHRIS ARMSTRONG

- ---

DAVIS. BOWEN & FRIEDEL, INC. 1 PARK AVENUE MILFORD, DE 19963 PHONE: (302) 424-1441 FAX: (302) 424-0430



SHEET INDEX Sheet Number | Sheet Title C-001 TITLE SHEET SITE, GRADING, LANDSCAPE & UTILITY PLAI



Brandon Mace

From:

Scott Thornton <scott.thornton@sussexcountyde.gov>

Sent:

Friday, May 6, 2022 3:02 PM

To:

Brandon Mace; Planning and Zoning

Cc:

Zac Crouch; Carrie Joles

Subject:

FW: Milo's Haven Amenities Center Agreement No. 884-2

Attachments:

0700A040 Amenities Site Grading Utility Plan.pdf

Brandon,

The engineering Department has no objections to this Amenities Plan.

Please take this plan to Planning and Zoning for that departments approval.

Should you have any question please do not hesitate to contact me.

Scott H. Thornton

Engineering Tech IV

Sussex County Engineering Department

2 The Circle, P.O. Box 589 Georgetown, DE 19947 (302) 855-7703 (302) 854-5396 (Fax)



RECEIVED

AUG 1 8 2022 SUSSEX COUNTY PLANNING & ZONING

From: Brandon Mace < bpm@dbfinc.com> Sent: Friday, May 6, 2022 11:41 AM

To: Scott Thornton <scott.thornton@sussexcountyde.gov>

Cc: 'Zac Crouch' <wzc@dbfinc.com>; 'Carrie Joles' <cyj@dbfinc.com> Subject: RE: Milo's Haven Amenities Center Agreement No. 884-2

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.

Scott,

Thanks for getting back to me so quickly. I have attached a revised plan please let me know if you have anything else.

Thanks, Brandon

Brandon P. Mace, E.I.T.

Civil Engineer

Davis, Bowen & Friedel, Inc.

Office: 302-424-1441 | Fax: 302-424-0430

From: Scott Thornton <scott.thornton@sussexcountyde.gov>

Sent: Friday, May 6, 2022 10:34 AM
To: Brandon Mace < bpm@dbfinc.com>

Cc: Zac Crouch < wzc@dbfinc.com >; Carrie Joles < cyj@dbfinc.com > Subject: FW: Milo's Haven Amenities Center Agreement No. 884-2

Brandon,

SCED received your request for review of the above subject, thank you.

I did see one thing, the sewer lateral for the amenities site was approved at an 8" S.S. lat. Please revise.

After the necessary change has been made to the plans, please resubmit a PDF for review.

Should you have any question please do not hesitate to contact me.

Scott H. Thornton

Engineering Tech IV
Sussex County Engineering Department

2 The Circle, P.O. Box 589 Georgetown, DE 19947 (302) 855-7703 (302) 854-5396 (Fax)



RECEIVED

AUG 1 8 2022

SUSSEX COUNTY PLANNING & ZONING

From: Brandon Mace < bpm@dbfinc.com>

Sent: Friday, May 6, 2022 8:37 AM

To: Scott Thornton <scott.thornton@sussexcountyde.gov>

Cc: Zac Crouch < wzc@dbfinc.com >; Carrie Joles (DBF) < cyj@dbfinc.com >

Subject: Milo's Haven Amenities Center

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.

Scott, good morning,

I am attaching plans for the Amenities Center at Milo's Haven for administrative review. Please let me know if you would like me to send hard copies or if you need anything else.

Thank you for your time! Brandon Mace

Brandon P. Mace, E.I.T.

Civil Engineer

Davis, Bowen & Friedel, Inc.

Email: bpm@dbfinc.com

Office: 302-424-1441 | Fax: 302-424-0430

Brandon Mace

From:

Katherine Garrison <kgarrison@artesianwater.com>

Sent:

Wednesday, June 8, 2022 8:20 AM

To: Cc: Brandon Mace Zac Crouch

Subject:

RE: EXTERNAL: Milo's Haven Amenities Center

Good morning Brandon, I have no comments for the attached Amenities Plan for this project so therefore the plans are approved. let me know if you actually need a letter. thanks.

Katherine E. Garrison Supervisor of Survey/Senior Planning Designer/CCR (302)453-2508



RECEIVED

AUG 18 2022

SUSSEX COUNTY
PLANNING & ZONING

From: Brandon Mace <bpm@dbfinc.com>
Sent: Wednesday, June 8, 2022 8:07 AM

To: Katherine Garrison < kgarrison@artesianwater.com>

Cc: Zac Crouch <wzc@dbfinc.com>

Subject: EXTERNAL: Milo's Haven Amenities Center

This email originated from outside the organization.

Use caution when opening attachments or following links.

Security Notice: The attachments in this email were secured by a Check Point SandBlast.

The original attachments were not modified.

Good morning, Katherine,

Sussex Planning and Zoning requested that we get your approval for the attached Amenities center plans at Milo's Haven. Please let me know if you have any concerns providing a letter.

Thanks for your time! Brandon Mace

Brandon P. Mace, E.I.T.

Civil Engineer

Davis, Bowen & Friedel, Inc.

Email: bpm@dbfinc.com

Office: 302-424-1441 | Fax: 302-424-0430



Civil Engineers - Land Surveyors - Site Planners

6 July 2022

Sussex County Planning 2 The Circle Georgetown, DE 19947 Attn. Planning Commission RECEIVED

AUG 08 2022

SUSSEX COUNTY PLANNING & ZONING

To Whom It May Concern:

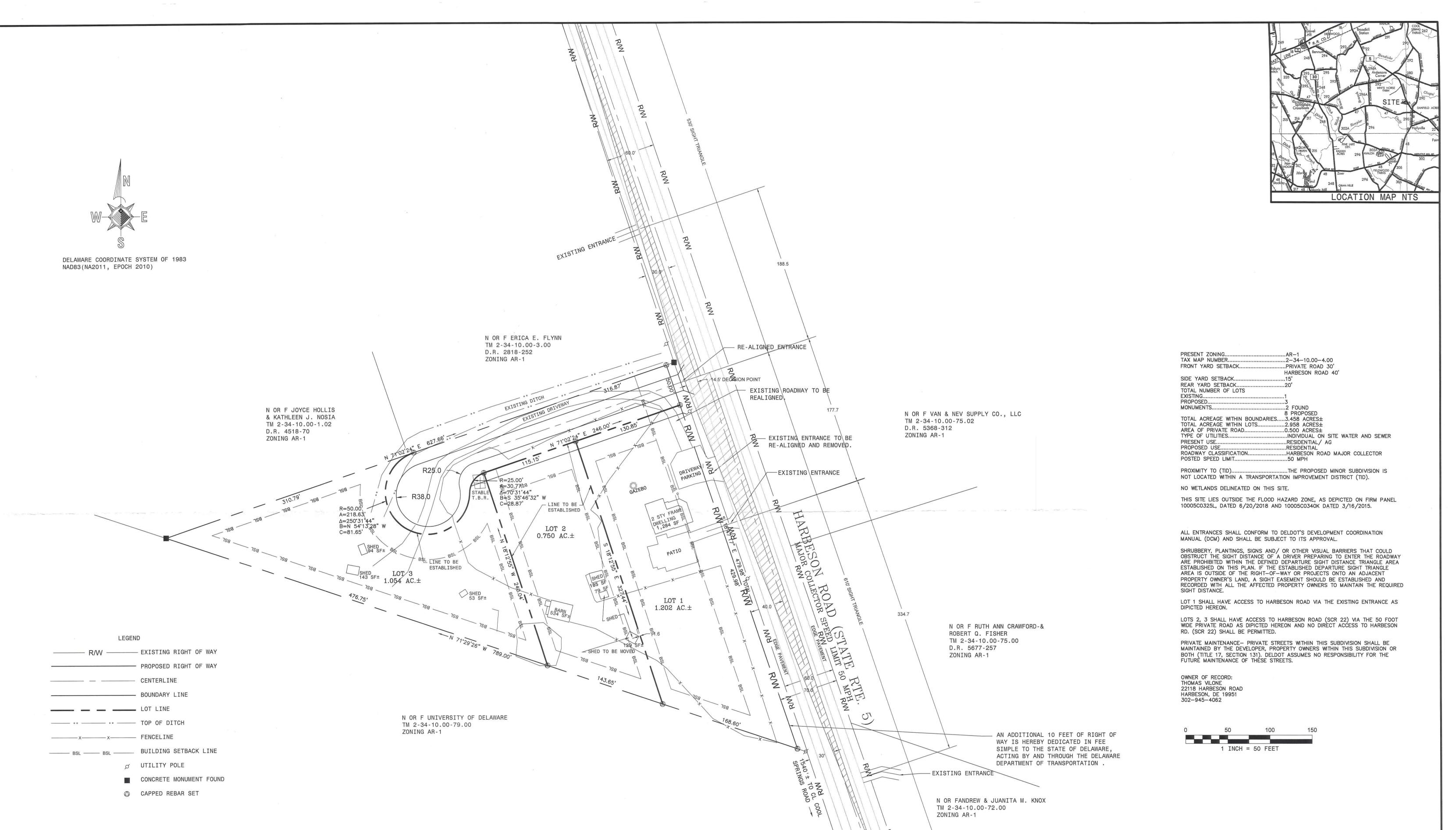
On behalf of our client, Thomas Vilone we would respectfully like to request a waiver from the requirement to provide a grading plan. The intent is to provide a graded aggregate travel way that will drain to the existing ditch adjacent to the northerly property line. Mr Vilone intends to construct his home on Lot 3.

Thank you in advance for your consideration in this matter.

Very truly yours.

Robert Nash (Professional Land Surveyor)

en de la companya de la co



MINOR SUBDIVISION FOR:
PROPERTY KNOWN AS
22118 HARBESON ROAD
AKA DELAWARE ROUTE 5

	Lands of:				
	THOMAS VILONE				
REVISIONS	MERESTONE	INDIAN RIVER HUNDRED			
/11/2022 DelDOT COMMENTS	CONSULTANTS, INC.	SUSSEX COUNTY, DELAWARE			
/18/2022 DSFM COMMENTS	ENGINEERS - PLANNERS - SURVEYORS	DATE: 1/13/2022			
	5215 WEST WOODMILL DRIVE 33516 CROSSING AVE.	W.O.: 25302L			
		SCALE: 1"= 50'			
	PH: 302-226-5880	F.B.: BOB O RAWN BY:			
	T.M.: 2-34-10.00-4.00	DISK: 25302L			

SURVEYOR'S CERTIFICATION

I, ROBERT W. NASH, PLS 551, HEREBY CERTIFY THAT I AM A
REGISTERED LAND SURVEYOR IN THE STATE OF DELAWARE, THAT
THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY
SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF
REPRESENTS GOOD SURVEYING PRACTICES AS REQUIRED BY THE
APPLICABLE LAWS OF THE STATE OF DELAWARE.

APPLICABLE LAWS OF THE STATE OF DELAWARE.

8/4/20
ROBERT W. NASH, PLS 551

DATE

OWNER CERTIFICATION
I, THOMAS VILONE, HEREBY CERTIFY THAT I AM THE LEGAL OWNER
OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE
PLAN WAS MADE AT MY DIRECTION, AND THAT I ACKNOWLEDGE THE
SAME TO BE MY ACT AND DESIRE THE PLAN TO BE RECORDED
ACCORDING TO THE LAW.

ACCORDING TO THE LAW.

SIGNATURE

DATE

1. BUILDING CONSTRUCTION TYPES ARE WOOD FRAME CONSTRUCTION.

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

3. BUILDINGS ON SITE ARE TWO STORIES AND A MAXIMUM HEIGHT OF BUILDINGS

ON THIS SITE IS 35 FEET.

NOTES:

4. WATER SUPPLIED BY ON SITE WELLS.

5. AUTOMATIC FIRE SPRINKLERS ARE NOT PROPOSED FOR RESIDENTIAL STRUCTURES TO BE CONSTRUCTED ON THESE LOTS.

Warning: Original paper plans contain a raised impression of a professional seal. Original mylar plans contain a red ink stamp of a professional seal. Unauthorized copies may contain fraudulent, incorrect, erroneous, or misleading information or omit important and relevant information. Do not use or rely on unauthorized copies.



June 30, 2022

Mr. Bob Nash Merestone Consultants

Via email: bob.nash@merestoneconsultatns.com

RECEIVED

AUG 0 8 2022

SUSSEX COUNTY PLANNING & ZONING

RE:

Minor Subdivision for 22118 Harbeson Road

TMP# 234-10.00-4.00

Dear Mr. Nash,

The Sussex Conservation District has reviewed the plan for the above referenced site. The District concurs with the information provided and agrees that the total disturbance is less than 5,000 square feet and is therefore exempt from obtaining a sediment and stormwater plan.

Please contact the District if site conditions change or if the area of disturbance exceeds 5,000 square feet to discuss permitting requirements. If you have any questions or concerns, please contact the District at 302-856-2105.

Sincerely,

Jossica I. Watson

Jessica L. Watson Program Manager

23818 SHORTLY ROAD, GEORGETOWN, DE office: 302-856-2105 fax: 302-856-0951 <u>www.sussexconservation.org</u>

PREPARE. PROTECT. PRESERVE.



STATE OF DELAWARE

RECEIVED

DEPARTMENT OF TRANSPORTATION

AUG 08 2022

800 BAY ROAD P.O. BOX 778 DOVER, DELAWARE 19903

SUSSEX COUNTY
PLANNING & ZONING

NICOLE MAJESKI SECRETARY

July 01, 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 Thomas Vilone
Tax Parcel # 234-10.00-4.00
Harbeson Road, DE Route 5 (SCR 022)
Indian River Hundred, Sussex County

Dear Mr. Whitehouse:

The Department of Transportation has reviewed the Minor Subdivision Plan dated January 13, 2022 (last revised June 23, 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 <u>five (5) years</u>. 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 <u>Development Coordination Manual</u> and shall be subject to its approval. This letter does not authorize the commencement of entrance construction.

This "No Objection to Recordation" letter is <u>not</u> 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



Thomas Vilone Minor Subdivision Mr. Jamie Whitehouse Page 2 July 01, 2022

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 <u>recorded Minor Subdivision</u> <u>Plan</u> 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

Hichard S. H

cc: Robert Nash, Merestone Consultants, Inc
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
Brian Yates, Sussex County Reviewer



OFFICE OF THE STATE FIRE MARSHAL Technical Services

22705 Park Avenue Georgetown, DE 19947



SFMO PERMIT -

Plan Review Number: 2022-04-211053-MIS-02

Status: Approved as Submitted

Tax Parcel Number: 234-10.00-4.00

Date: 07/26/2022

Project

Vilone Property

Vilone Property

22118 Harbeson Road Harbeson DE 19951 RECEIVED
AUG 0 8 2022

SUSSEX COUNTY PLANNING & ZONING

Scope of Project

Number of Stories: Square Footage: Construction Class:

Fire District: 83 - Millsboro Fire Co Inc.

Occupant Load Inside: Occupancy Code: 9601

Applicant

Robert Nash 33516 Crossing Avenue, Unit 1 Lewes, DE 19958

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, integration and/or completion of the project as reviewed by this Agency.

A final inspection is required.

This Plan Review Project was prepared by:

Duan Ox

Fire Protection Specialist III

FIRE PROTECTION PLAN REVIEW COMMENTS

Plan Review Number: 2022-04-211053-MIS-02

Tax Parcel Number: 234-10.00-4.00

Status: Approved as Submitted

Date: 07/26/2022

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.

- 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.
- 1000 A The site plans have been approved as submitted. The Office of DE State Fire Marshal has no objection to recordation.
- 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.
- 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 orrevisions to the plans occur, plans are required to be submitted, reviewed, and approved.

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AUG 08 2022

SUSSEX COUNTY PLANNING & ZONING

