

BOARD OF ADJUSTMENT

ELLEN MAGEE, CHAIR
KEVIN E. CARSON
JEFF CHORMAN
JOHN WILLIAMSON
E. BRENT WORKMAN



Sussex County

DELAWARE
sussexcountype.gov

(302) 855-7878 T
(302) 845-5079 F

DRAFT AGENDA

March 2, 2020

6:00 P.M.

Call to Order

Pledge of Allegiance

Approval of Agenda

Old Business

Case No. 12404 – Douglas Bates seeks variances from the side yard setback and rear yard setback requirements for a proposed and existing structures (Sections 115-42, 115-183 and 115-185 of the Sussex County Zoning Code). The property is located on the east side of Robinhood Loop within the Sherwood Forest North subdivision. 911 Address: 32342 Robinhood Loop, Millsboro. Zoning District: GR. Tax Parcel: 234-23.00-198.00

Public Hearings

Case No. 12418 – Wade, LLC seeks variances from the front yard setback and the corner front yard setback requirements for proposed structures (Sections 115-82 and 115-182 of the Sussex County Zoning Code). The property is located on the northeast corner of Birch Rd. and South St. approximately 55 ft. east of Old Landing Rd. 911 Address: 35603 South St., Rehoboth Beach Zoning District: C-1. Tax Parcel: 334-13.00-150.00

Case No. 12419 – Adam & Renee Koper seeks variances from the front yard setback and the corner front yard setback requirements for a proposed dwelling (Sections 115-34 and 115-182 of the Sussex County Zoning Code). The property is a through lot located on the northwest corner of Wellington Ct. and Windsor Rd. within the Rehoboth Beach Yacht and Country Club subdivision. 911 Address: 2 Wellington Ct., Rehoboth Beach Zoning District: MR. Tax Parcel: 334-19.00-1380.00

Case No. 12420 – Glenville Hollow Farms seek a variance from the road frontage requirement for a proposed lot (Section 115-25 of the Sussex County Zoning Code). The property is located on the west side of Bridgeville Hwy. (Rt. 13A) approximately 0.54 mile southwest of Sussex Hwy. (Rt. 13). 911 Address: 22358 Bridgeville Hwy. Seaford. Zoning District: AR-1. Tax Parcel: 331-3.00-145.00 (Portion of)



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 417
GEORGETOWN, DELAWARE 19947

Case No. 12421 – Colleen Fitzgerald seeks variances from the separation distance requirement between units for existing and proposed structures (Sections 115-25, 115-172 and 115-185 of the Sussex County Zoning Code). The property is located on the north side of Sandpiper Rd. within the Pot Nets Seaside manufactured home park. 911 Address: 37109 Sandpiper Rd., Millsboro. Zoning District: AR-1. Tax Parcel: 234-31.00-4.00-6011

Case No. 12422 – Diane W. McConnell seeks variances from the front yard setback requirements for an existing structure and a special use exception for a tourist home (Sections 115-23, 115-34, 115-182, and 115-210 of the Sussex County Zoning Code). The property is located on the west side of Shore Drive approximately .55 mile north of Prime Hook Rd. 911 Address: 9026 Shore Dr., Milford. Zoning District: MR. Tax Parcel: 230-17.00-218.06

Additional Business

Board of Adjustment meetings can be monitored on the internet at
www.sussexcountyde.gov.

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on **July 26, 2019** at 9:00 a.m., and at least seven (7) days in advance of the meeting.

This Agenda is subject to change to include the addition or deletion of items, including Executive Sessions, which arise at the time of the Meeting.
Agenda items listed may be considered out of sequence.

####



**Board of Adjustment Application
Sussex County, Delaware**

Sussex County Planning & Zoning Department
2 The Circle (P.O. Box 417) Georgetown, DE 19947
302-855-7878 ph. 302-854-5079 fax

Case # 12418
Hearing Date 3/2
20000644

Type of Application: (please check all applicable)

Variance ☒

Special Use Exception ☐

Administrative Variance ☐

Appeal ☐

Existing Condition ☐

Proposed ☒

Code Reference (office use only)

115-74 115-182

Site Address of Variance/Special Use Exception:

35603 South Street, Rehoboth Beach, DE 19971

Variance/Special Use Exception/Appeal Requested:

Variance requested for the addition of a 7 foot exterior exit stair on the west side of the proposed building as required by the current Life Safety code.

Tax Map #: 3-34-13.00-150.00

Property Zoning: C1

Applicant Information

Applicant Name: Davis, Bowen & Friedel, Inc. (W. Zachary Crouch, P.E.)

Applicant Address: 1 Park Avenue

City Milford State DE Zip: 19963

Applicant Phone #: (302) 424-1441 Applicant e-mail: wzc@dbfinc.com

Owner Information

Owner Name: Wade, LLC

Owner Address: 37606 Brigantine Court

City Rehoboth Beach State DE Zip: 19971 Purchase Date: 10/21/19

Owner Phone #: (302) 542-8228 Owner e-mail: cwadet@hotmail.com

Agent/Attorney Information

Agent/Attorney Name: Davis, Bowen & Friedel, Inc. (W. Zachary Crouch, P.E.)

Agent/Attorney Address: 1 Park Avenue

City Milford State DE Zip: 19963

Agent/Attorney Phone #: (302) 424-1441 Agent/Attorney e-mail: wzc@dbfinc.com

Signature of Owner/Agent/Attorney



Date: 1-15-2020



Criteria for a Variance: (Please provide a written statement regarding each criteria).

You shall demonstrate to the Board of Adjustment that the property meets all of the following criteria for a Variance to be granted.

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

See attached.

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

See attached.

3. Not created by the applicant:

That such exceptional practical difficulty has not been created by the appellant.

See attached.

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

See attached.

5. Minimum variance:

That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

See attached.

ATTACHMENT

Criteria for a Variance:

1. Uniqueness of property:

Parking and drive lane requirements confine the building footprint to a 1,440 sq. ft. area adjacent to the existing warehouse. The drive lane around building is one-way with diagonal parking which prohibits extending building to the north and east or providing an exterior access. Constructing a new stair along the east side of the existing warehouse would require reconstruction of that warehouse wall into a fire-rated wall.

2. Cannot otherwise be developed:

In order for the owner to take advantage of the allowed building height and construct 3 floors, an elevator must be constructed along with 2 exits from the upper floors to meet current code requirements. Two separate interior stairs, one for the second and another for the third, would be required if constructed within the building. A stair located on the exterior is allowed access from each floor.

3. Not created by the applicant:

Due to its age the current structure is not code compliant with respect to ADA requirements, exit requirements, floor and roof structure loading requirements. Elevator size requirements have also increased as well. The elevator and its required equipment will take up a fair amount of space on each floor.

4. Will not alter the essential character of the neighborhood:

Adding a stair with appropriate architectural detailing will enhance the neighborhood.

5. Minimum variance:

The required minimum stair width is proposed.

January 15, 2020

Sussex County Board of Adjustment
c/o Planning and Zoning Office
2 The Circle
P.O. Box 417
Georgetown, DE 19947

RECEIVED

JAN 17 2020

SUSSEX COUNTY
PLANNING & ZONING

Michael R. Wigley, AIA, LEED AP
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.
Jamie L. Sechler, P.E.

Attn: Ms. Ann Lopre
Secretary of the Board

RE: **Variance Request**
35603 South Street
Rehoboth Beach, Delaware
Tax Map #: 3-34-13.00-150.00
DBF #2374E002.G01

Dear Ms. Lopre:

On behalf of our client, Wade LLC, we are pleased to submit a variance application for the proposed office building located at 35603 South Street in Sussex County.

The following items are included with this letter:

- Variance Application
- Narrative for Variance Criteria
- Fee - \$400.00, Check #3086
- Drawing Exhibit A – Existing Conditions, Exhibit B - Proposed, Exhibit C second and third floor building plans

We can provide these documents electronically upon your request

We respectfully request to be placed on the Board of Adjustment's February agenda. If you have any questions or need additional information, please do not hesitate to contact me at (302) 424-1441 or wzc@dbfinc.com.

Respectfully Submitted,
DAVIS, BOWEN & FRIEDEL, INC.



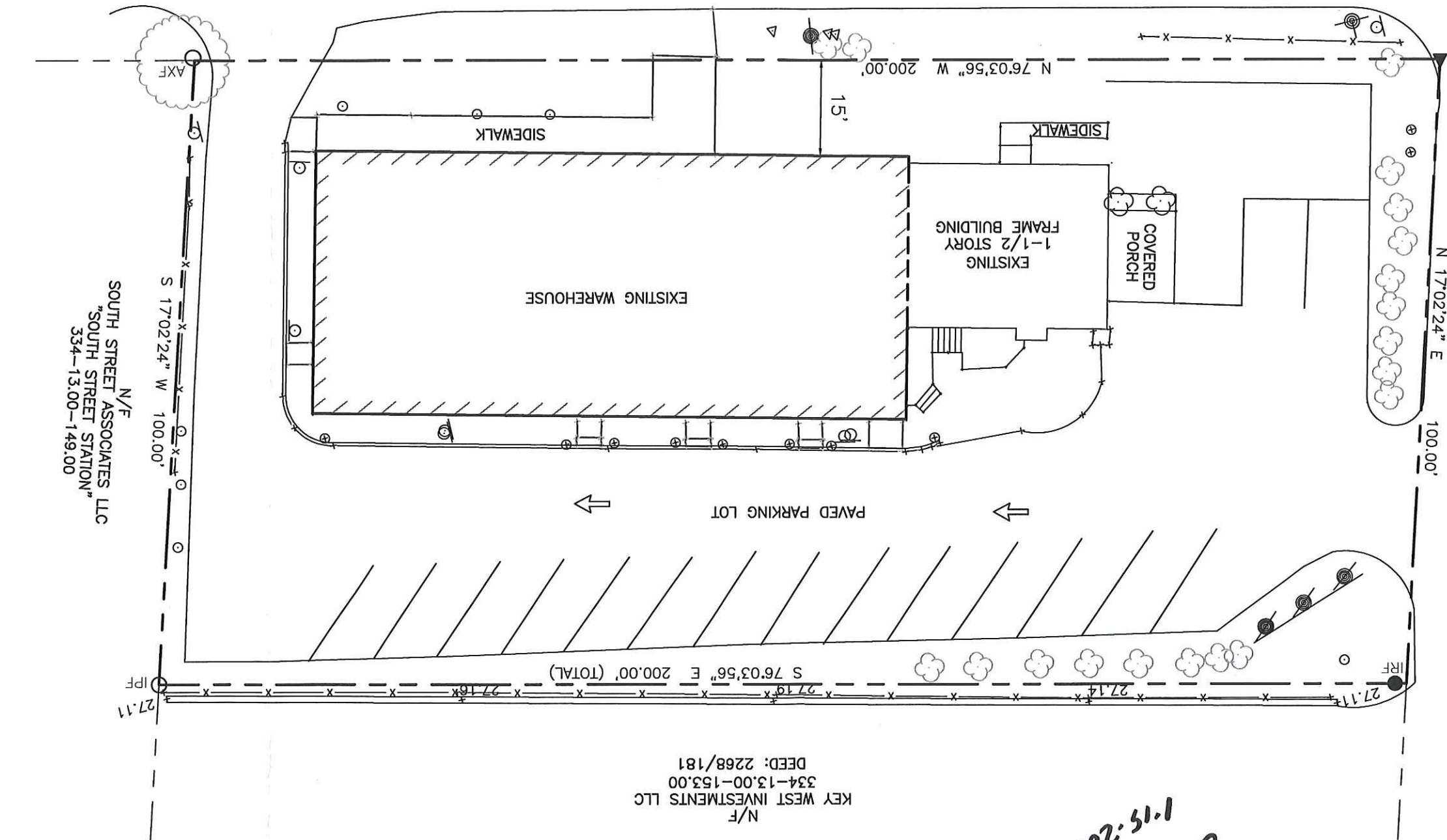
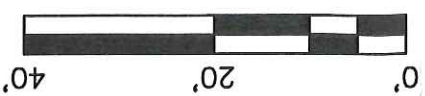
W. Zachary Crouch, P.E.
Principal, Civil Engineer



SITE DATA
CURRENT OWNER: DAVID H. POTTS
35603 SOUTH ST.
REHOBOTH BEACH, DE 19971
TAX PARCEL NO.: 3-34-13.00-150.00
DEED REF.: 1738/115
SITE AREA: 19,971 SQ.FT.
FLOOD ZONE: ZONE X - MINIMAL FLOODING
F.I.R.M. No.: 10005C 0332 K
EFFECTIVE DATE: MARCH 16, 2015

BIRCH ROAD - SCR 274B

EXHIBIT A



N/F
KEY WEST INVESTMENTS LLC
334-13.00-153.00
DEED: 2268/181



- LEGEND**
- | | |
|-----------|------------------------|
| ○ IPF | IRON PIPE FOUND |
| ● IRF | IRON ROD FOUND |
| ⊗ AXF | IRON AXEL FOUND |
| — — — — — | UNMARKED POINT |
| — — — — — | PROPERTY LINE |
| — — — — — | ADJACENT PROPERTY LINE |
| — — — — — | EXISTING CONTOUR |
| — — — — — | FENCE |
| ○ | UTILITY POLE |
| ● | WATER VALVE |
| ⊙ | HYDRANT |
| ▽ | MAILBOX |
| ⊕ | SIGN |
| ☁ | LANDSCAPE BUSH |

TOPOGRAPHIC SURVEY PLAN
of the Lands of
DAVID H. POTTS
LEWES & REHOBOTH HUNDRED
SUSSEX COUNTY, DELAWARE

DAVIS, BOWEN & FRIEDEL, INC. ARCHITECTS ENGINEERS SURVEYORS
SAUSBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441

EXISTING

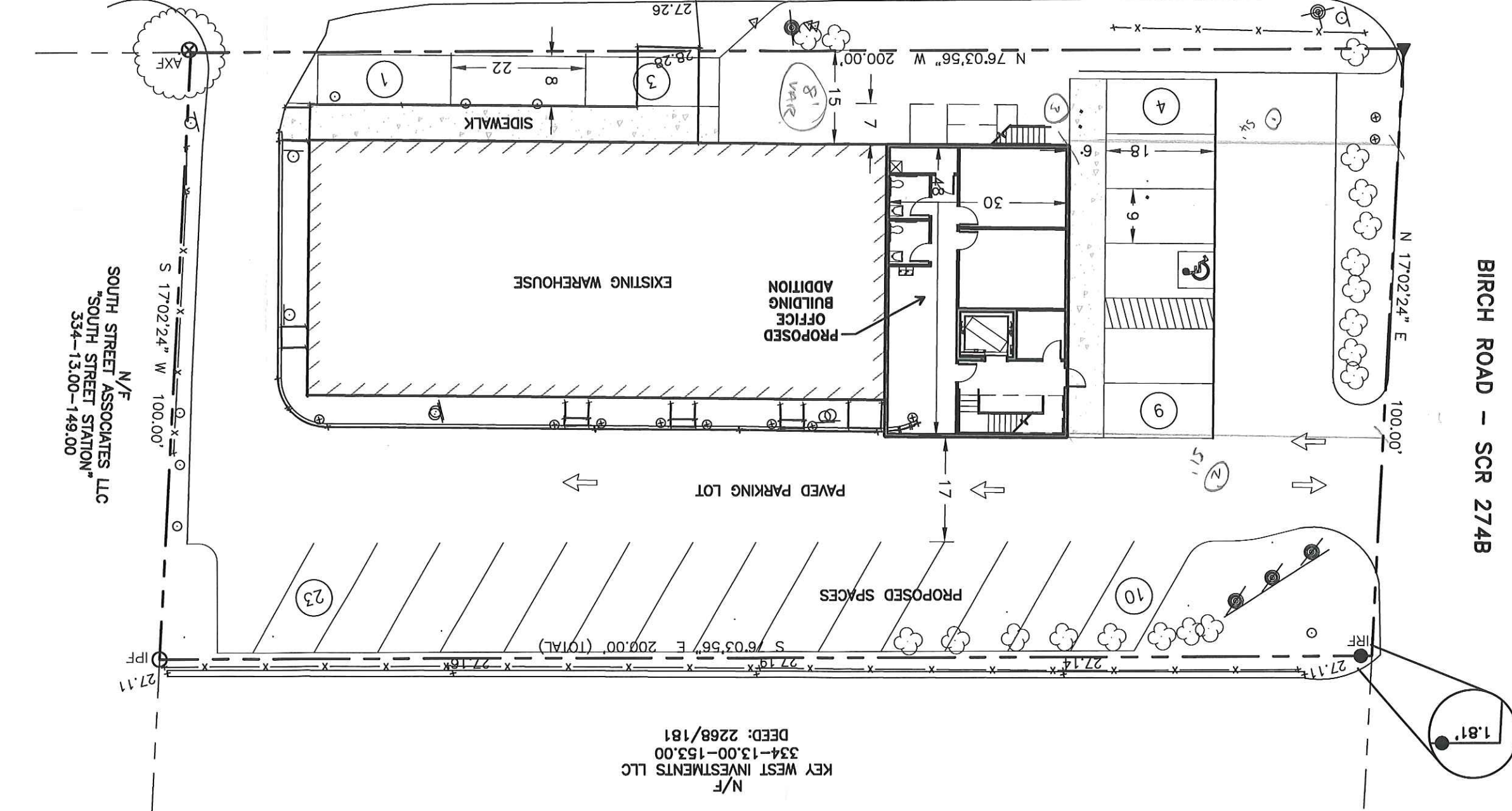
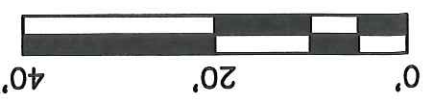
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Proj.No.: 2374D001
Dwg.No.: A



BIRCH ROAD - SCR 274B

SITE DATA
CURRENT OWNER: DAVID H. POTTS
TAX PARCEL NO.: 3-34-13.00-150.00
REHOBOTH BEACH, DE 19971
DEED REF.: 1738/115
SITE AREA: 19,971 SQ.FT.
FLOOD ZONE: ZONE X - MINIMAL FLOODING
F.I.R.M. No.: 10005C 0332 K
EFFECTIVE DATE: MARCH 16, 2015

EXHIBIT B



- LEGEND**
- | | |
|-----------|------------------------|
| ○ IPF | IRON PIPE FOUND |
| ● IRF | IRON ROD FOUND |
| ⊗ AXF | IRON AXEL FOUND |
| ▲ | UNMARKED POINT |
| --- | PROPERTY LINE |
| - - - | ADJACENT PROPERTY LINE |
| - · - · - | EXISTING CONTOUR |
| --- | FENCE |
| ○ | UTILITY POLE |
| ⊙ | WATER VALVE |
| ⊕ | HYDRANT |
| ▽ | MAILBOX |
| ⊙ | SIGN |
| ⊕ | LANDSCAPE BUSH |

N/F
KEY WEST INVESTMENTS LLC
334-13.00-153.00
DEED: 2268/181

SOUTH STREET - R.O.W. VARIES

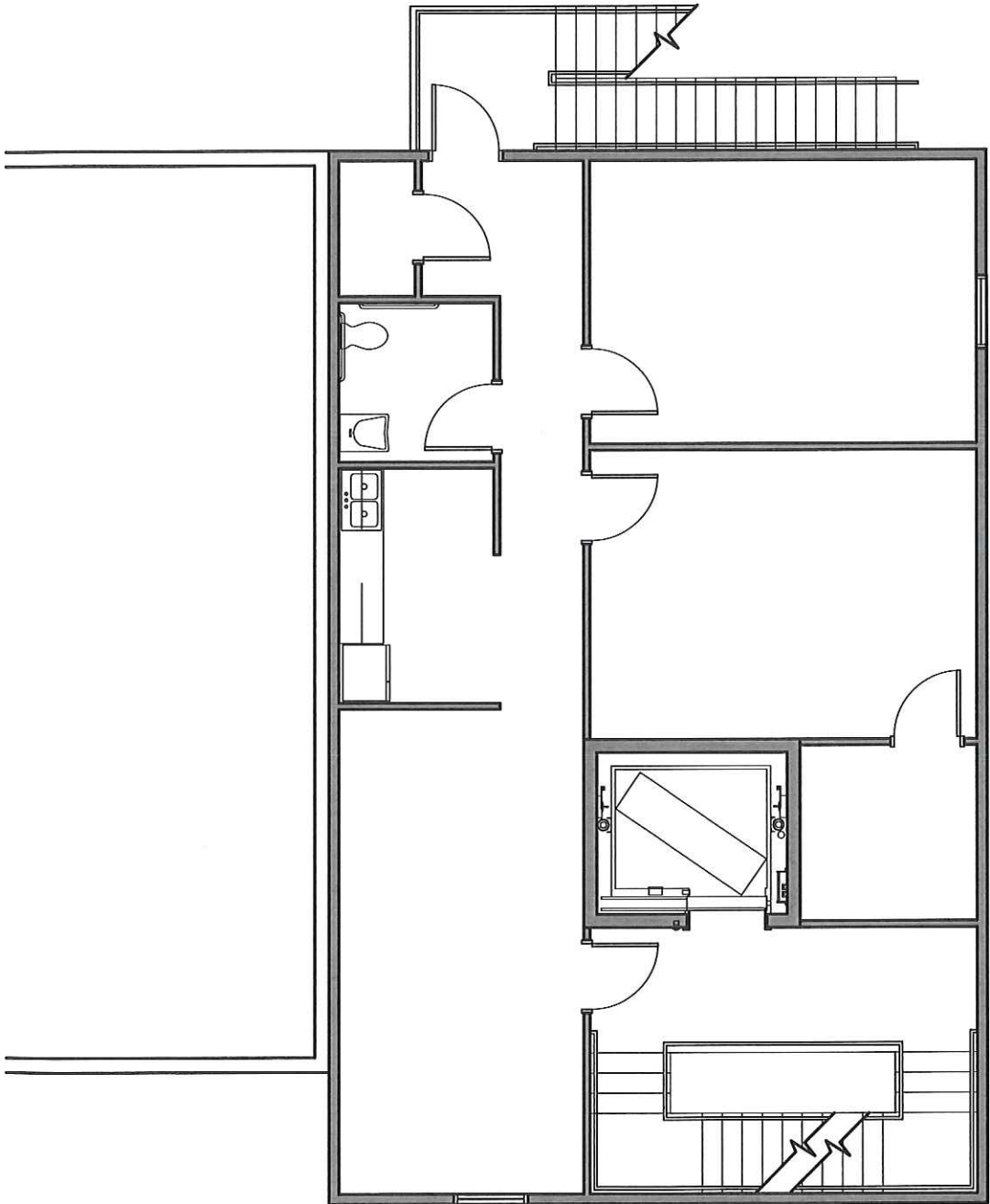
TOPOGRAPHIC SURVEY PLAN
of the Lands of
DAVID H. POTTS
LEWES & REHOBOTH HUNDRED
SUSSEX COUNTY, DELAWARE

PROPOSED
DAVIS, BOWEN & FRIEDEL, INC.
ARCHITECTS ENGINEERS SURVEYORS
SALISBURY, MARYLAND (410) 543-9991
MILFORD, DELAWARE (302) 424-1441

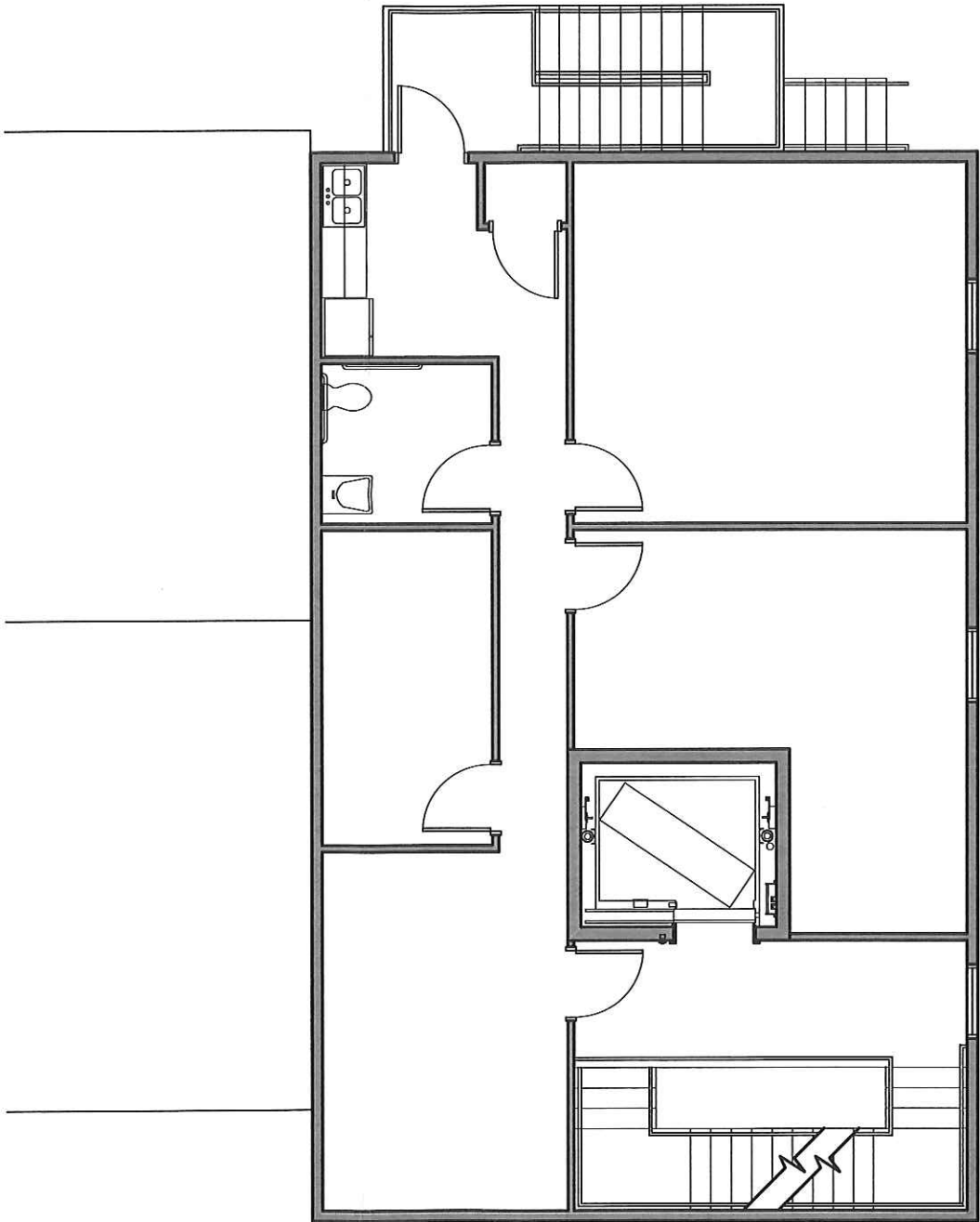
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Dwg.No.: B

EXHIBIT C

SECOND FLOOR PLAN



THIRD FLOOR PLAN



C

Dwg.No.:
Proj.No.:
Dwn.By:
Scale:
Date:

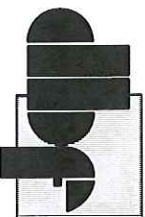
2374D001

PAB

1"=20'

NOV 2019

TOPOGRAPHIC SURVEY PLAN
of the Lands of
DAVID H. POTTS
LEWES & REHOBOTH HUNDRED
SUSSEX COUNTY, DELAWARE



DAVIS,
BOWEN &
FRIEDEL, INC.

ARCHITECTS ENGINEERS SURVEYORS

PROPOSED

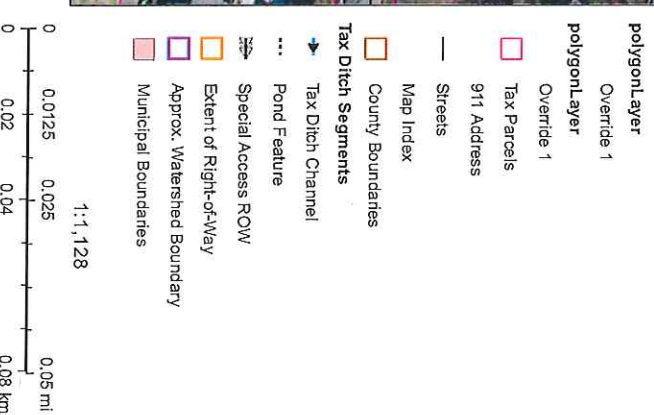
SALISBURY, MARYLAND (410) 543-9091
MILFORD, DELAWARE (302) 424-1441



Sussex County



PIN:	334-13.00-150.00
Owner Name	WADE LLC
Book	5139
Mailing Address	37606 BRIGANTINE CT
City	REHOBOTH BEACH
State	DE
Description	S.S.D.RD.REHO.TO
Description 2	PRESBYTERIAN CH.TO
Description 3	MIDWAYLOT W/IMP.
Land Code	



**Board of Adjustment Application
Sussex County, Delaware**

Sussex County Planning & Zoning Department
2 The Circle (P.O. Box 417) Georgetown, DE 19947
302-855-7878 ph. 302-854-5079 fax

Case # 12420
Hearing Date 2/2/2020
20200829

Type of Application: (please check all applicable)

Variance ☒
Special Use Exception ☐
Administrative Variance ☐
Appeal ☐

Existing Condition ☐
Proposed ☒
Code Reference (office use only)
115-25 A (1) Note

Site Address of Variance/Special Use Exception:

22358 Bridgeville Hwy.

Variance/Special Use Exception/Appeal Requested:

Variance for frontage on road on State Route 13A a/k/a Bridgeville Hwy. a/k/a Sussex County Road #13

Tax Map #: 3-31-3.00-145.00

Property Zoning: AR-1

Applicant Information

Applicant Name: Glenville Hollow Farms
Applicant Address: 14590 Sussex Hwy.
City Bridgeville State DE Zip: 19933
Applicant Phone #: 410-310-6100 Applicant e-mail: ghfarms1980@gmail.com

Owner Information

Owner Name: Glenville Hollow Farms
Owner Address: 14590 Sussex Hwy.
City Bridgeville State DE Zip: 19933 Purchase Date: 02/04/2011
Owner Phone #: 410-310-6100 Owner e-mail: ghfarms1980@gmail.com

Agent/Attorney Information

Agent/Attorney Name: Michael F. McGroerty
Agent/Attorney Address: 110 N. Pine Street
City Seaford State DE Zip: 19973
Agent/Attorney Phone #: 302-628-1000 Agent/Attorney e-mail: realestate@mfmlawoffice.net

Signature of Owner/Agent/Attorney

Michael F. McGroerty

Date: 01/23/2020



Criteria for a Variance: (Please provide a written statement regarding each criteria).

You shall demonstrate to the Board of Adjustment that the property meets all of the following criteria for a Variance to be granted.

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

The distance between the adjoining property and the existing entrance and farm lane is only 137.56 feet creating exceptional topographical and physical conditions peculiar to this property creating exceptional practical difficulty because there is only 137.56 feet of road frontage between tax parcel 3-31-3.00-162.00 and
**see attached

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

Because there is only 137.56 feet between the property on the North and the existing farm lane and highway entrance the authorization of a variance is necessary to enable reasonable use of the property. Without the variance, part of the farm lane would run the length of one side of the new lot and the new owners would have farm equipment crossing their property.

3. Not created by the applicant:

That such exceptional practical difficulty has not been created by the appellant.

This exceptional practical difficulty was not created by the applicant. This situation was not created by the application, it is created by the fact that there is not enough frontage between tax parcel 3-31-3.00-_____ and the farm lane and highway entrance on to U.S. Route 13A. There was a house on this parcel, which we seek to subdivide.

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.

The variance will not alter the essential character of the neighborhood nor will it substantially or permanently impair appropriate use or development of adjacent property nor be detrimental to the public welfare. If the variance is approved, the new lot will have more road frontage than several of the lots in the immediate
**see attached

5. Minimum variance:

That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

This variance will be the minimum variance that will afford relief and will represent the least modification possible. Since there is only 137.56 feet between parcel 3-31-3.00-162.00 and the farm lane and entrance, this is the minimum variance necessary to afford the relief.

Law Office
Michael F. McGroerty, P.A.
110 N. Pine Street
Seaford, Delaware 19973
Phone: (302) 628-1000
Fax: (302) 628-1711

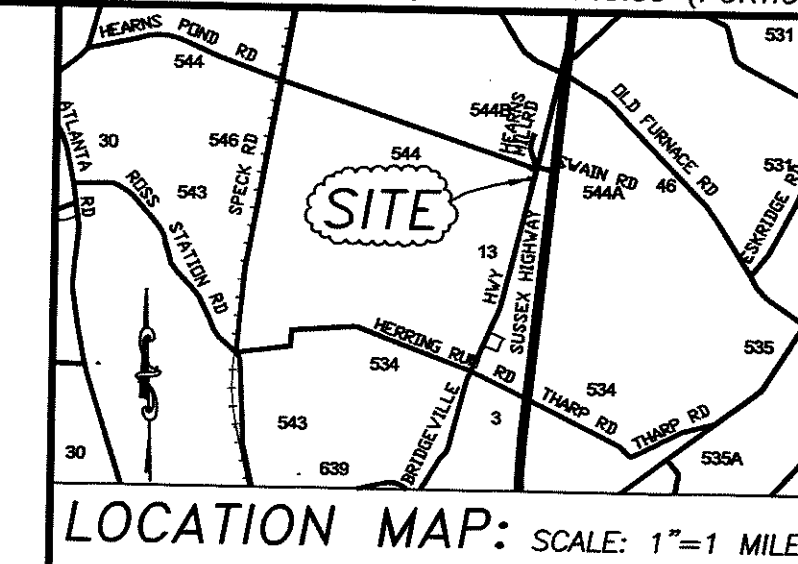
Mr. Steven Yingling
Glenville Hollow Farms

Attachment to Request for variance for subdivision of Tax Parcel 3-31-3.00-145.00

(1) and the farm lane, which is the access to the balance of 3-31-3.00-145.00. This circumstance is created by the existing topography and not by the provisions of the Zoning Ordinance or Code.

(4) vicinity to tax parcel 3-31-3.00-145.00; to wit, the following parcels have the following road frontage:

3-31-3.00-162.00 – 88 feet
3-31-3.00-161.00 – 75 feet
3-31-3.00-160.00 – 75 feet
3-31-3.00-159.00 – 79 feet
3-31-3.00-158.00 – 121 feet and 158 feet
3-31-3.00-157.00 – 99.1 feet
3-31-3.00-155.00 – 108 feet
3-31-3.00-156.00 – 8 feet
3-31-3.00-151.00 – 100 feet
3-31-3.00-150.00 – 86 feet
3-31-3.00-149.00 – 77 feet
3-31-3.00-148.00 – 100 feet



BEARING REFERENCE
DEED BOOK 3864, PAGE 256

OTHER LANDS N.O.F.
GLENVILLE HOLLOW FARMS
DEED BOOK 3864, PAGE 256
TAX MAP NO. 3-31-3.00, PARCEL 145.00
ZONING: AR-1

OTHER LANDS N.O.F.
GLENVILLE HOLLOW FARMS
DEED BOOK 3864, PAGE 256
TAX MAP NO. 3-31-3.00, PARCEL 145.00
ZONING: AR-1

LANDS N.O.F.
RANDY L. MOYER & BONNIE J. MOYER
DEED BOOK 4481, PAGE 107
TAX MAP NO. 3-31-3.00, PARCEL 16.00
ZONING: AR-1

LANDS N.O.F.
JEAN-LOUIS CERIPHETE &
ANDREA E. CERIPHETE
3-31-3.00-273.00
ZONING: AR-1

LANDS N.O.F.
SUSSEX VENTURES, INC.
3-31-3.00-14.03
ZONING: AR-1

LANDS N.O.F.
SUSSEX VENTURES, INC.
3-31-3.00-14.02
ZONING: AR-1

GENERAL NOTES:

- 1) CLASS "B", SUBURBAN SURVEY
- 2) SOURCE OF TITLE: DEED BOOK 3864, PAGE 256
- 3) THIS BOUNDARY SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT AND IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH
- 4) THIS LOT FALLS WITHIN THE LIMITS OF ZONE "X" AS PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP 10005C00261 K, EFFECTIVE DATE 6/20/2018
- 5) AS PER THE NATIONAL WETLANDS INVENTORY MAPS AVAILABLE ONLINE, THIS PROPERTY IS NOT IMPACTED BY WETLANDS

DATA COLUMN:

- 1) OWNER: GLENVILLE HOLLOW FARMS
4464 GLENVILLE ROAD
GLEN ROCK, PA 17327
- 2) TAX MAP NO. 3-31-3.00, PARCEL 145.00 (PORTION)
- 3) OTHER THAN SHOWN HEREON, THIS SURVEY PLOT DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF RIGHTS-OF-WAY OR EASEMENTS ON THIS PROPERTY. NO TITLE SEARCH WAS REQUESTED OR PERFORMED.
- 4) TOTAL NUMBER OF LOTS: 1 EXISTING; 2 PROPOSED
- 5) TOTAL FRONTAGE: 1,056.11' (PER DEED)
- 6) GROSS ACREAGE: 123.33± ACRES (PER TAX MAP)
- 7) RESIDUAL AREA: 123.551± ACRES (PER TAX MAP)
- 8) ZONING: AR-1
- 9) PRESENT USE: AGRICULTURE
- 10) PROPOSED USE: AGRICULTURAL/RESIDENTIAL
- 11) WATER: ON SITE WELL
- 12) SEPTIC: ON SITE SEPTIC
- 13) POSTED SPEED LIMIT: 50 MPH

DELDOT NOTES:

- 1) ALL ENTRANCES SHALL CONFORM TO DELDOT'S DEVELOPMENT COORDINATION MANUAL (DCM) AND SHALL BE SUBJECT TO ITS APPROVAL.
- 2) SHRUBBERY, PLANTINGS, SIGNS AND/OR OTHER VISUAL BARRIERS THAT COULD OBSTRUCT THE SIGHT DISTANCE OF A DRIVER PREPARING TO ENTER THE ROADWAY ARE PROHIBITED WITHIN THE DEFINED DEPARTURE SIGHT TRIANGLE AREA ESTABLISHED ON THIS PLAN. IF THE ESTABLISHED 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.
- 3) IF THE RESIDUAL LANDS OF THE APPLICANT ARE EVER DEVELOPED INTO A MAJOR SUBDIVISION, THEN THE ACCESS TO THE PARCEL CREATED BY THIS MINOR SUBDIVISION PLAN MAY BE REQUIRED TO BE FROM AN INTERNAL SUBDIVISION STREET.
- 4) LOT 10 SHALL HAVE A COMBINED ACCESS TO STATE ROUTE 13-A AS SHOWN HEREON. ACCESS TO THE RESIDUAL LANDS SHALL BE FROM THE EXISTING ENTRANCE SHOWN HEREON.

OWNER'S CERTIFICATION:

I, STEVEN M. YINGLING (FOR GLENVILLE HOLLOW FARMS) THE UNDERSIGNED, HEREBY CERTIFY TO THE OWNERSHIP 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 THAT I DESIRE THE PLAN TO BE RECORDED ACCORDING TO THE LAW.

Steven M. Yingling 12/23/19
STEVEN M. YINGLING DATE

AGRICULTURE USE PROTECTIONS:

- 1) 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
- 2) NO IMPROVEMENT REQUIRING OCCUPANCY APPROVAL FOR A RESIDENTIAL TYPE USE SHALL BE CONSTRUCTED WITHIN 50 FEET OF THE BOUNDARY OF LAND USED PRIMARILY FOR AGRICULTURAL PURPOSES.

SURVEYOR'S STATEMENT:

I, R.B. KEMP, III, REGISTERED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF DELAWARE, HEREBY STATE THAT THE INFORMATION SHOWN ON THIS PLAN HAS BEEN PREPARED UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS ESTABLISHED BY THE STATE OF DELAWARE BOARD OF PROFESSIONAL LAND SURVEYORS. ANY CHANGES TO THE PROPERTY CONDITIONS, IMPROVEMENTS, BOUNDARY OR PROPERTY CORNERS AFTER THE DATE SHOWN HEREON SHALL NECESSITATE A NEW REVIEW AND CERTIFICATION FOR ANY OFFICIAL OR LEGAL USE.

R.B. Kemp, III
R.B. KEMP, III, P.L.S. 541

LEGEND:

- SET IRON BAR
- △ FOUND IRON BAR/DISK
- ⊕ UTILITY POLE
- ⊕ MAIL BOX
- CENTERLINE ROAD
- - - SIGHT TRIANGLE
- EDGE OF TRAVELWAY

PREPARED BY
ADAMS-KEMP ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
AND PLANNERS
217 SOUTH RACE STREET
GEORGETOWN, DELAWARE 19947
WWW.ADAMSKEMP.COM

SUBDIVISION SURVEY PLAN

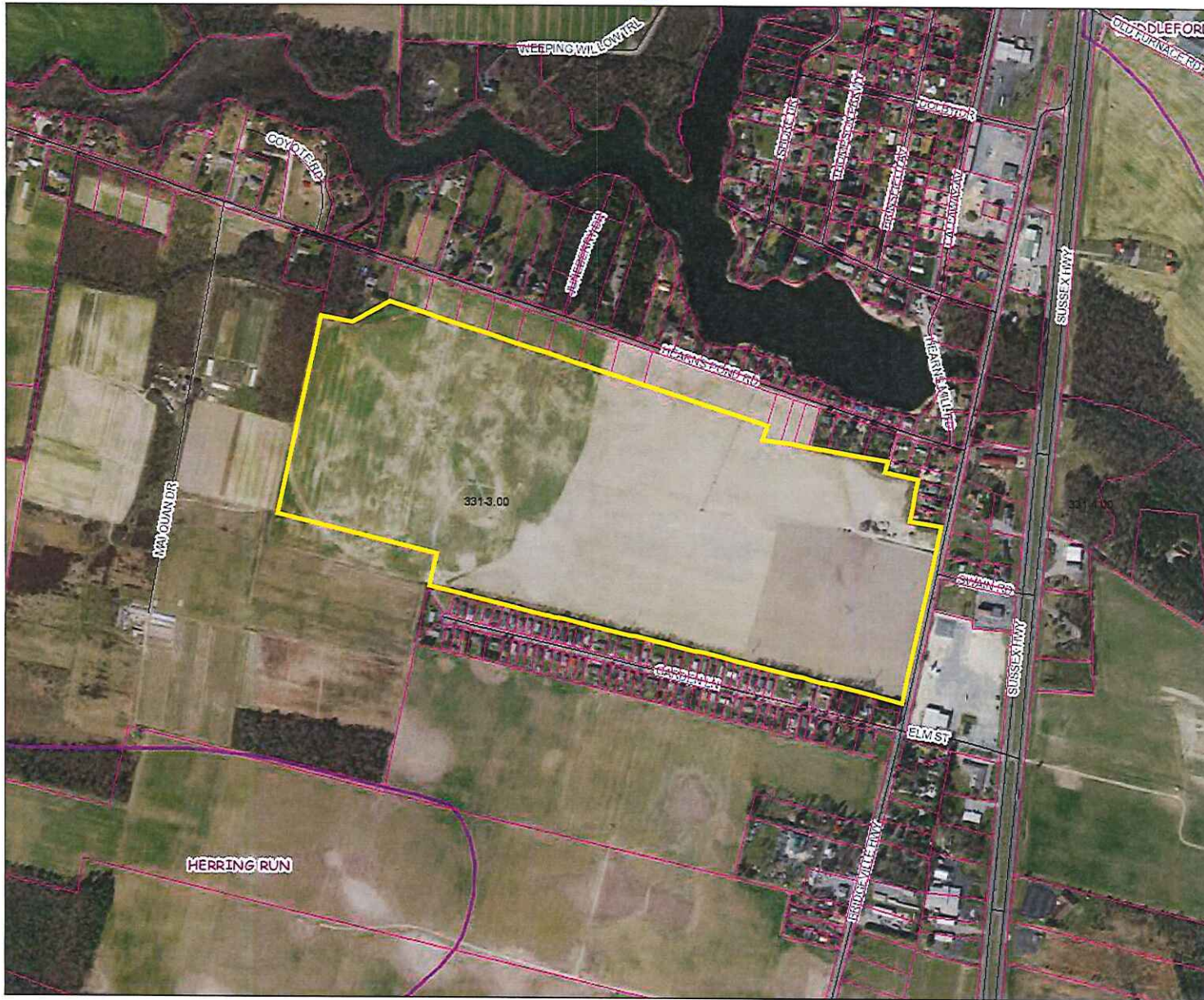
PREPARED FOR
GLENVILLE HOLLOW FARMS

SITUATED IN
SEAFORD HUNDRED, SUSSEX COUNTY, STATE OF DELAWARE
SCALE: 1" = 50'
DATE: JANUARY 17, 2019; REVISED: FEBRUARY 26, 2019





Sussex County



PIN:	331-3.00-145.00	
Owner Name	GLENVILL	HOLLOW FARMS
Book	3864	
Mailing Address	4464 GLENVILLE RD	
City	GLEN ROCK	
State	PA	
Description	NW/RT 13A	
Description 2	500'SW/RD 544	
Description 3	FX	
Land Code		

polygonLayer

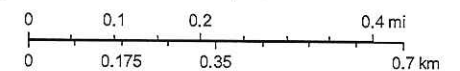
Override 1

polygonLayer

Override 1

- Tax Parcels
- Streets
- Map Index
- County Boundaries
- Tax Ditch Segments**
 - Tax Ditch Channel
 - Pond Feature
 - Special Access ROW
 - Extent of Right-of-Way
 - Approx. Watershed Boundary

1:9,028



January 31, 2020

**Board of Adjustment Application
Sussex County, Delaware**

Sussex County Planning & Zoning Department
2 The Circle (P.O. Box 417) Georgetown, DE 19947
302-855-7878 ph. 302-854-5079 fax

Case # 12423
Hearing Date March 2, 2020
202000900

Type of Application: (please check all applicable)

Variance ☒

Special Use Exception ☐

Administrative Variance ☐

Appeal ☐

Existing Condition ☐

Proposed ☒

Code Reference (office use only)

115-25 115-1726(7)

Site Address of Variance/Special Use Exception:

37109 Sandpiper Rd. Millsboro, DE 19966

Variance/Special Use Exception/Appeal Requested:

Set back of less than 20 feet between houses. Neighbor received a variance to build within 3.5 feet of property line.

Tax Map #: 234-31.00-4.00-1041

Property Zoning: _____

Applicant Information

Applicant Name: Colleen Fitzgerald

Applicant Address: 37109 Sandpiper Rd

City Millsboro State DE Zip: 19966

Applicant Phone #: (703) 850-9528 Applicant e-mail: cfitz431@verizon.net

Owner Information

Owner Name: Colleen Fitzgerald

Owner Address: 37109 Sandpiper Rd.

City Millsboro State DE Zip: 19966 Purchase Date: 10/18/19

Owner Phone #: (703) 850-9528 Owner e-mail: cfitz431@verizon.net

Agent/Attorney Information

Agent/Attorney Name: _____

Agent/Attorney Address: _____

City _____ State _____ Zip: _____

Agent/Attorney Phone #: _____ Agent/Attorney e-mail: _____

Signature of Owner/Agent/Attorney



Date: 1/24/20



Criteria for a Variance: (Please provide a written statement regarding each criteria).

You shall demonstrate to the Board of Adjustment that the property meets all of the following criteria for a Variance to be granted.

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

The property is a reverse piece of pie shape. Can only fit a single wide in the front. I would like to expand the bedrooms and master bath. Currently the master bath is 2'7" x 7'4" which is a large coffin!

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

Due to the variance given the neighbor, there is no way to add 5 feet to the width of my home in the rear and be 20 feet from their home. I will be 10 feet from the fence line given this variance.

+

3. Not created by the applicant:

That such exceptional practical difficulty has not been created by the appellant.

No, I did not create this. I just purchased the house in October 2019 and I am trying to improve the house as I will live here permanently.

+

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

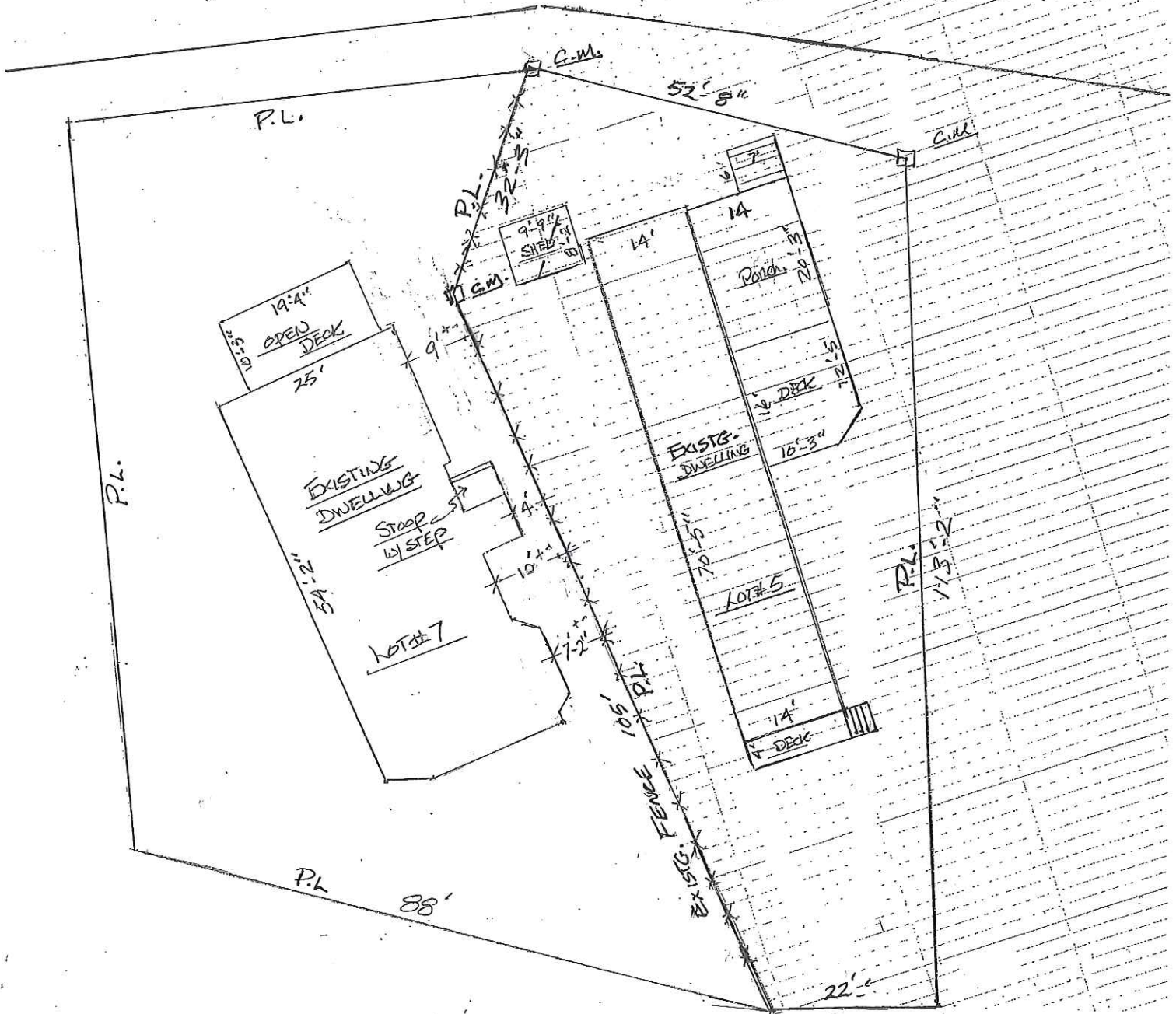
There are multiple homes with additions at Pot Nets - Seaside

5. Minimum variance:

That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

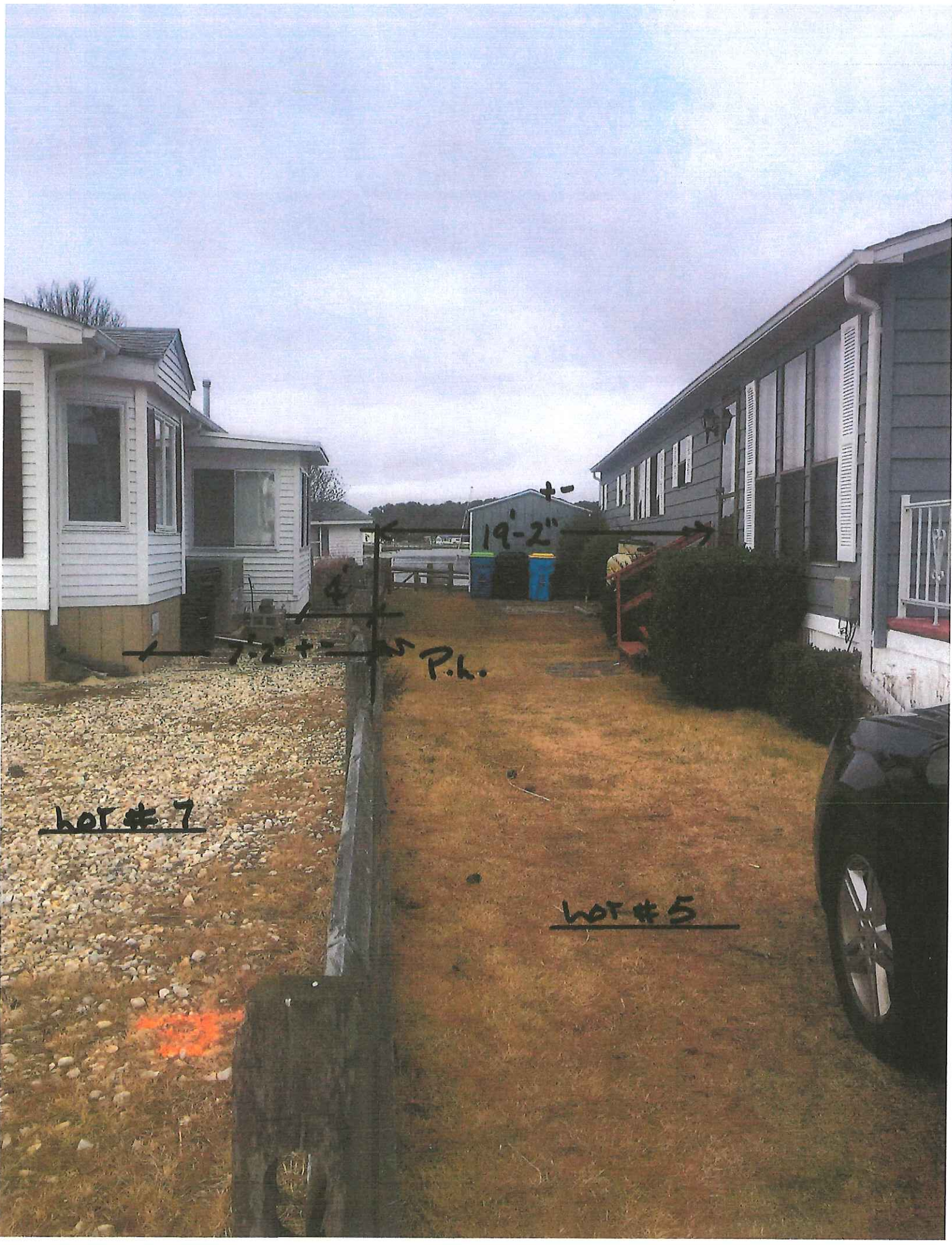
The variance to my property line will be 10 feet with this approval. You have already approved the variance for the neighbor.

POT NETS SEASIDE



SANDPIPER ROAD

SCALE 1" = 20'



lot # 7

lot # 5

19'-2" +/-
7'-2" +/- P.L.



Sussex County



PIN:	234-31.00-4.00
Owner Name	POT-NETS COMMUNITIES-CCDS LLC
Book	0
Mailing Address	34026 ANNA'S WAY STE 1
City	MILLSBORO
State	DE
Description	GIS TIEBACK
Description 2	DUMMY ACCOUNT
Description 3	N/A
Land Code	

polygonLayer

Override 1

polygonLayer

Override 1

□ Tax Parcels

911 Address

— Streets

Map Index

□ County Boundaries

Tax Ditch Segments

➔ Tax Ditch Channel

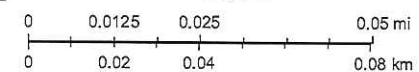
... Pond Feature

⚡ Special Access ROW

□ Extent of Right-of-Way

□ Approx. Watershed Boundary

1:1,128



January 31, 2020

**Board of Adjustment Application
Sussex County, Delaware**

Sussex County Planning & Zoning Department
2 The Circle (P.O. Box 417) Georgetown, DE 19947
302-855-7878 ph. 302-854-5079 fax

Case # 12419
Hearing Date March
202000353

Type of Application: (please check all applicable)

Variance ☒

Special Use Exception ☐

Administrative Variance ☐

Appeal ☐

Existing Condition ☐

Proposed ☐

Code Reference (office use only)

115-34 115-182

Site Address of Variance/Special Use Exception:

2 Wellington Court, Rehoboth Beach, DE 19971; Lot 35, Phase 10 of RBYCC

Variance/Special Use Exception/Appeal Requested:

The lot is a "through lot" bordered by three separate streets, including Country Club Road, Windsor Road, and Wellington Court. The designed front yard is on Wellington Court, and the designed rear yard is on Country Club Road. The Applicants seek a five (5) foot side yard variance from the side yard bordering Windsor Road, and a fifteen (15) foot front yard variance from Country Club Road. See §§ 115-4 & 115-34.

Tax Map #: 334-19.00-1380.00

Property Zoning: MR

Applicant Information

Applicant Name: Adam and Renee Koper

Applicant Address: 605 Becker Avenue

City Wilmington State DE Zip: 19804

Applicant Phone #: (302) 319-0249 Applicant e-mail: _____

Owner Information

Owner Name: Adam and Renee Koper

Owner Address: 605-319-0249

City Wilmington State DE Zip: 19971 Purchase Date: 12/3/09

Owner Phone #: (302) 319-0249 Owner e-mail: _____

Agent/Attorney Information

Agent/Attorney Name: Mackenzie M. Peet, Esq.

Agent/Attorney Address: 323E Rehoboth Avenue

City Rehoboth Beach State DE Zip: 19971

Agent/Attorney Phone #: (302) 227-1314 Agent/Attorney e-mail: mackenzie@tunnellraysor.com

Signature of Owner/Agent/Attorney

Mackenzie M. Peet

Date: 12/27/19



Criteria for a Variance: (Please provide a written statement regarding each criteria).

You shall demonstrate to the Board of Adjustment that the property meets all of the following criteria for a Variance to be granted.

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

See attached.

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

See attached.

3. Not created by the applicant:

That such exceptional practical difficulty has not been created by the appellant.

See attached.

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

See attached.

5. Minimum variance:

That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

See attached.

Criteria for a Special Use Exception: (Please provide a written statement regarding each criteria)

You shall demonstrate to the Board of Adjustment that the property meets all of the following criteria for a Special Use Exception to be granted.

1. Such exception will not substantially affect adversely the uses of adjacent and neighboring property.

N/A

2. Any other requirements which apply to a specific type of special use exception as required by the Sussex County Code. (Ex. Time limitations – 5 year maximum)

N/A

Basis for Appeal: (Please provide a written statement regarding reason for appeal)

N/A

Criteria for a Variance

Adam and Renee Koper

TMP 334-19.00-15.00

1. **Uniqueness of property:** That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

The property is unique; the lot is pentagon-shaped, irregular, and shallow. The lot is classified as a "through lot" and bordered on three sides by three different roads, including Country Club Road, Windsor Road, and Wellington Court. The lot, as a "through lot," has two "frontages," meaning the lot has two front yards with two front yard setbacks. See Code § 115-4.

2. **Cannot otherwise be developed:** That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

The property is so uniquely- and irregularly-shaped and bordered on three sides by three different roads that the property cannot be developed in strict conformity with the provisions of the Zoning Ordinance or Code for the following reasons:

1. The property can otherwise not be developed with a like-kind home that meets the standards and aesthetics of the other homes in the neighborhood within the confines of the County's setback requirements for the MR District.
 2. Requesting a side yard variance for the side yard bordering Lot 34 would violate the community's fifteen (15) foot side yard setback.
 3. Requesting a front yard variance along Wellington Court would extend the building restrictions line into the front yard in a manner that would not match the average building setback along Wellington Court.
 4. The shallow depth of the lot that is roughly 1/3 of the property's length forces a home to be built that is wide and shallow to avoid violation of setbacks.
3. **Not created by the applicant:** That such exceptional practical difficulty has not been created by the appellant.

The practical difficulty has not been created by the applicant; the pentagon-shaped, irregular, shallow "through lot" bordered on three sides by three different roads existed prior to the Owners' purchase of the property.

Criteria for a Variance

Adam and Renee Koper

TMP 334-19.00-15.00

4. **Will not alter the essential character of the neighborhood:** That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use of development of adjacent property, nor be detrimental to the public welfare.

The property is located in the MR District and meets all minimum lot requirements. The requested variances do not violate the setback requirements of Phase 10 of RBYCC. See Exhibit C for a copy of RBYCC's Declaration of Covenants, Restrictions and Easements (the "Declaration"). If the requested variances are granted, the setbacks will be in conformity with the Declaration of Phase 10 of RBYCC. Granting the requested front yard and side yard variances will also allow for the development of a like-kind home in the neighborhood rather than an irregularly-shaped home that alters the essential character of the neighborhood.

5. **Minimum variance:** That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

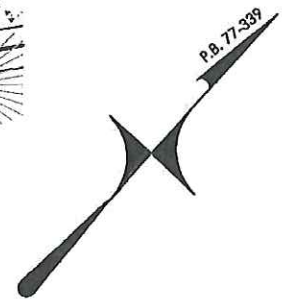
The Applicant proposes the minimum variance necessary to bring the lot into uniformity with the setback restrictions of Phase 10 of RBYCC. Requesting a side yard variance for the side yard bordering Lot 34 would violate RBYCC's restrictions. Requesting a front yard variance along Wellington Court would extend the building restrictions line in a manner that would not match the average building setback along Wellington Court. Therefore, only variances are requested along Country Club Road and Windsor Road.

EXHIBIT A

Survey

LAW OFFICES

TUNNELL
& **R**AYSOR, P.A.



2 WELLINGTON COURT, REHOBOTH BEACH
LOT #35, PHASE 10 OF "REHOBOTH BEACH YACHT &
COUNTRY CLUB" SUBDIVISION
LEWES & REHOBOTH HUNDRED SUSSEX COUNTY
STATE OF DELAWARE

302 226 2229 phone

R=25.00'

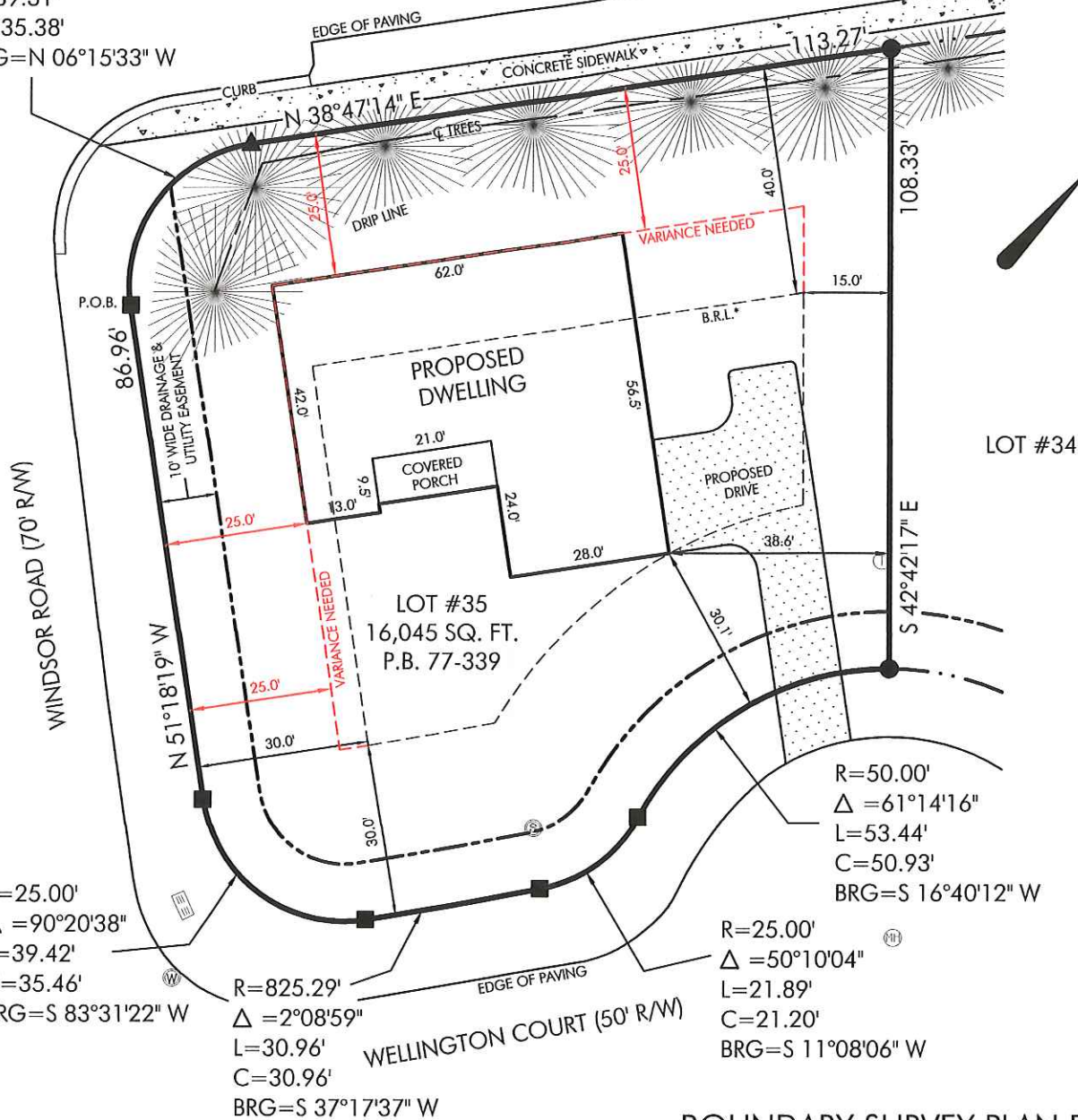
 $\Delta = 90^\circ 05' 35''$

L=39.31'

C=35.38'

BRG=N $06^\circ 15' 33''$ W

COUNTRY CLUB ROAD / S.C.R. #273 (60' R/W)



R=25.00'

 $\Delta = 90^\circ 20' 38''$

L=39.42'

C=35.46'

BRG=S $83^\circ 31' 22''$ W

R=825.29'

 $\Delta = 2^\circ 08' 59''$

L=30.96'

C=30.96'

BRG=S $37^\circ 17' 37''$ W

R=50.00'

 $\Delta = 61^\circ 14' 16''$

L=53.44'

C=50.93'

BRG=S $16^\circ 40' 12''$ W

R=25.00'

 $\Delta = 50^\circ 10' 04''$

L=21.89'

C=21.20'

BRG=S $11^\circ 08' 06''$ W

LEGEND:

- CONCRETE MONUMENT (FOUND)
- IRON PIPE (FOUND)
- ▲ IRON ROD (SET)

NOTES:

**DRAWING REVISED 1/29/2020 TO SHOW THE PROPOSED DWELLING

*ALL RESTRICTIONS MUST BE VERIFIED BY THE OWNER, GENERAL CONTRACTOR AND/OR THE DESIGNER. PLEASE CONTACT SUSSEX COUNTY (302-855-7878) AND THE H.O.A. (MORE RESTRICTIVE SUPERSEDES).

THIS DRAWING DOES NOT VERIFY THE EXISTENCE OR NON-EXISTENCE OF WETLANDS, UTILITIES, RIGHT-OF-WAYS OR EASEMENTS IN REFERENCE TO OR LOCATED ON THIS PROPERTY.

NO TITLE SEARCH PROVIDED OR STIPULATED.

SURVEY CLASS: SUBURBAN

BOUNDARY SURVEY PLAN FOR ADAM T. & RENEE KOPER

2 WELLINGTON COURT, REHOBOTH BEACH
LOT #35, PHASE 10 OF "REHOBOTH BEACH YACHT &
COUNTRY CLUB" SUBDIVISION

LEWES & REHOBOTH HUNDRED SUSSEX COUNTY
STATE OF DELAWARE

AUGUST 26, 2019** SCALE: 1" = 30'

Prepared by:

FORESIGHT Services

Surveying & Precision Measurement

302 226 2229 phone

302 226 2239 fax

2103A Coastal Highway

Dewey Beach, DE 19971

EXHIBIT B

Sussex County Code

LAW OFFICES

TUNNELL
& **R**AYSOR, P.A.

Sussex County, DE
Monday, September 9, 2019

Chapter 115. Zoning

Article V. MR Medium-Density Residential District

§ 115-34. Height, area and bulk requirements.

- A. Minimum lot sizes. Minimum lot sizes shall be as follows:

Use	Area** (square feet)	Width* (feet)	Depth (feet)
Single-family dwelling	10,000	75	100

*NOTE: A lot fronting on a numbered road shown on the General Highway Map for Sussex County of 1964, as revised, shall have a minimum lot width of 150 feet.

[Added 11-7-1989 by Ord. No. 632]

**NOTE: Any lot which is not connected to a central sewer system, as defined by § 115-194A, or which is located within a planning area as defined by a sewer planning study approved by the Sussex County Council, shall have a minimum area of 3/4 acre.

[Added 7-15-1997 by Ord. No. 1157]

- B. Minimum yard requirements. Minimum yard requirements shall be as follows:

Use	Depth of Front Yard (feet)	Width of Side Yard (feet)	Depth of Rear Yard (feet)
Single-family dwelling	40 (30)**	10	10

**NOTE: See also the table of district regulations at the end of this chapter.

- C. Maximum height requirements. Maximum height requirements shall be as follows:
[Amended 10-31-1995 by Ord. No. 1062]

Use	Feet
Single-family dwelling	42

ZONING

115 Attachment 2

Sussex County

Table II

**Table of Height, Area and Bulk Requirements for Multifamily Structures
When Permitted in MR, GR, UR, UB, M and C-1 Districts¹**
[Amended 10-31-1995 by Ord. No. 1062; 8-22-2006 by Ord. No. 1870]

(See Table I for detached
single-family dwellings.)

Stories	Maximum Height (feet) ²	Lot Area (square feet per dwelling unit)	2 Side Yards ^{3,4} (feet) (each)	Depth Front Yard (feet) ^{5,6}	Depth of Rear Yard (feet) ^{3,4,5}
--	--	3,630	10	40	10
--	42	3,630	10	40	10

NOTES:

¹ See § 115-156B.

² For lots fronting Delaware Bay and the Atlantic Ocean, see § 115-189E.

³ No rear or side yard shall be required for that rear or side yard of a lot which adjoins a waterway, if approved by the Commission.

⁴ See § 115-188 for regulations pertaining to multifamily dwellings.

⁵ For buildings located on lots adjacent to waterways, golf courses and similar special situations, the front of such lots may be determined by the Commission. In the event that a Commission ruling makes a rear yard adjacent to the street line, an additional depth of rear yard may be required by the Commission and an additional setback of accessory buildings from the street line may be required.

⁶ A lot fronting on a numbered road shown on the General Highway Map for Sussex County, as revised January 1979, shall have a front setback of not less than forty (40) feet, measured from the front property line.

See also Table I.

ZONING

115 Attachment 1

Sussex County

TABLE I

General Table of Height, Area and Bulk Requirements
Sussex County
(See also § 115-156A)

Article of chapter	District or Use	Maximum Height		Lot Area (square feet)	Width of Lot (feet)	Depth of Lot (feet)	Depth of Front Yard (feet)	Width of Side Yard (2 required) (feet)	Depth of Rear Yard (feet)
		Feet	Stories						
IV (9)	AR-1 District	42 (12)	-- (12)	20,000 (14)	100 (10)	100	40 (7)(8)	15	20
IV (9)	AR-2 District	42 (12)	-- (12)	15,000 (14)	100 (10)	100	40 (7)(8)	15	20
V (9)(6)	MR District	42 (12)	-- (12)	10,000 (14)	75 (10)	100	40 (7)(8)	10	10
VI (9)(6)	GR District	42 (12)	-- (12)	10,000 (14)	75 (10)	100	40 (7)(8)	10	10
VII (6)(9)	Detached single-family dwelling in HR-1 District	52 (12)	-- (12)	7,500 (14)	60 (10)	100	40 (7)(8)	10	10
VII (6)(9)	Detached single-family dwelling in HR-2 District	52 (12)	-- (12)	7,500 (14)	60 (10)	100	40 (7)(8)	10	10
VIII (9)(6)	UR District	42 (12)	-- (12)	10,000 (14)	75 (11)	100	(2)	10	10
IX (9)(6)	UB District	42 (12)	-- (12)	Dwellings 10,000 (14)	75 (11)	100	40 (7)(8)	10	10
		42 (12)	-- (12)	Other 10,000 (14)	75 (11)	100	40 (7)(8)	5 (3)	5 (3)
X (9)(6)	B-1 District	42 (12)	-- (12)	Dwellings 10,000 (14)	75 (10)	100	40 (7)(8)	10	10
		42 (12)	-- (12)	Other 10,000 (14)	75 (10)	100	60 (7)(8)(15)	5 (3)	5 (3)
XI (9)(6)	C-1 District	42 (12)	-- (12)	Dwellings 10,000 (14)	75 (10)	100	40 (7)(8)	10	10
		42 (12)	-- (12)	Other 10,000 (14)	75 (10)	100	60 (7)(8)(15)	5 (3)	5 (3)
XII	M District	42 (12)	-- (12)	Dwellings 10,000 (14)	75 (10)	100	40	10	10
		45 (12)	-- (12)	Other 10,000 (14)	75 (10)	100	40	10 (5)	10 (5)
XIII	LI-1 District	42 (12)	-- (12)	43,560/1 acre (14)	150	200	50	20	20 (4)
XIV	LI-2 District	52 (12)	-- (12)	1 acre	150	200	50	20	20 (4)
XV	HI-1 District	125 (1)	--	2 acre	200	200	50	20	20 (4)
XVI	Manufactured home parks (13)	15	1	5,000	50	50	10	10	10

NOTES:

- (1) Grain elevators, industrial tanks or towers and other similar structures may exceed 125 feet in height, but whenever such use in the HI-1 District adjoins a residential district, such structure shall not exceed 50 feet in height unless set back one foot from all required yard lines for each foot of additional height above 50 feet.
- (2) See § 115-58.
- (3) None is required when there is a party wall to an adjoining building, except that there shall be a side yard not less than 20 feet in width on the side of a lot adjoining a residential district and there shall be a rear yard not less than 30 feet in depth on the rear side of a lot adjoining a residential district.
- (4) None is required, except that there shall be a rear yard not less than 40 feet in depth on the rear side of a lot adjoining a residential district.

SUSSEX COUNTY CODE

(NOTES cont'd):

- (5) No rear yard or side yard shall be required on that rear or side of a lot which adjoins a waterway.
- (6) See § 115-50 for tables covering townhouses and multifamily dwellings in HR-1 and HR-2 multifamily residential districts. See Table II for tables covering multifamily dwellings in MR, GR, UR, UB, B-1, M and C-1 Districts.
- (7) On property fronting on highways designated by the Delaware Department of Transportation as Principal Arterials or Minor Arterials, the setback shall be measured from a point not less than 50 feet from the center line of the right-of-way. On property fronting on highways designated by the Delaware Department of Transportation as Major or Minor Collectors, the setback shall be measured from a point not less than 40 feet from the center line of the right-of-way. On property fronting on all other local roads shown on the General Highway Map for Sussex County of 1964, as last revised, the setback shall be measured from a point not less than 30 feet from the center line of the right-of-way. If the existing right-of-way on any of these roads or highways is greater than the minimum dimension listed above, the setback shall be measured from the existing right-of-way line. **[Amended 8-3-2004 by Ord. No. 1711]**
- (8) Any lot fronting on a subdivision street and not fronting on a numbered road shown on the General Highway Map for Sussex County of 1964, as revised January 1979, shall have a setback of not less than 30 feet.
- (9) For buildings located on lots adjacent to waterways, golf courses and similar special situations, the front of such lots may be determined by the Commission. In the event that a Commission ruling makes a rear yard adjacent to the street line, an additional depth of rear yard may be required by the Commission, and an additional setback of accessory buildings from the street line may be required.
- (10) A lot fronting on a numbered road shown on the General Highway Map for Sussex County of 1964, as revised, shall have a minimum lot width of 150 feet. **[Added 11-7-1989 by Ord. No. 632]**
- (11) A lot fronting on a numbered road shown on the General Highway Map for Sussex County of 1964, as revised, shall have a minimum lot width of 90 feet. **[Added 11-7-1989 by Ord. No. 632]**
- (12) **[Amended 10-31-1995 by Ord. No. 1062]**
- (13) **[Amended 3-25-1997 by Ord. No. 1131; 10-12-2010 by Ord. No. 2152]**
- (14) Any lot which is not connected to a central sewer system, as defined by § 115-194A, or which is located within a planning area as defined by a sewer planning study approved by the Sussex County Council, shall have a minimum area of 3/4 acre. **[Added 7-15-1997 by Ord. No. 1157]**
- (15) **[Amended 7-20-1999 by Ord. No. 1328]**
- (16) For any existing approved lot which is not located in a cluster subdivision, Coastal Area cluster subdivision or residential planned community, and consists of less than 10,000 square feet, the following setbacks shall apply: the side yard setback shall be reduced to five feet and the rear yard setback shall be reduced by five feet. For any lot with side or rear yard setbacks reduced by operation of § 115-183D, no structures shall extend or project closer than five feet from the lot line. The front yard setback may be reduced to the average front yard setback of the existing buildings located on the same side of the street or road and being within 300 feet of the structure; provided, however, the front yard setback is not less than five feet. Any vacant lot within 300 feet of the structure shall be calculated as having the required setback for the district. **[Added 3-20-2018 by Ord. No. 2557; amended 5-21-2019 by Ord. No. 2656]**

Sussex County, DE
Tuesday, January 7, 2020

Chapter 115. Zoning

Article XXV. Supplementary Regulations

§ 115-182. Front yards.

- A. On through lots, the required front yard shall be provided on each street.
- B. There shall be a front yard of at least 15 feet on the side street of a corner lot in any district.
- C. On a street or road with existing buildings having a front yard setback that is less than that required in the district, any building may have a front yard setback that is equal to the average setback of those existing buildings located on the same side of the street or road and being with 300 feet of the building. Any vacant lot shall be calculated as having the required setback for the district. No front yard setback reduced pursuant to this subsection shall be reduced to less than five feet. The provision of this subsection shall not apply to any lot in a cluster subdivision, Coastal Area cluster subdivision or residential planned community.
[Amended 3-20-2018 by Ord. No. 2557; 5-21-2019 by Ord. No. 2656]
- D. Open unenclosed decks, porches, platforms or steps not covered by a roof or canopy and which do not extend above the level of the first floor of the building may extend or project into the front yard not more than five feet. This provision does not apply to manufactured home parks or campgrounds.
[Added 11-29-1989 by Ord. No. 639; amended 2-1-2005 by Ord. No. 1748; 10-12-2010 by Ord. No. 2152]

§ 115-183. Side and rear yards.

- A. Where a building in a commercial district is subject to the height, area and bulk requirements applicable to residential development under § 115-178 of this article, the side yard requirements for residential development shall be applied only to the lowest floor (and all floors above it) which contains more than 25% of its area used for dwelling. All floors shall be subject to side yards required by these regulations for commercial buildings adjacent to residential districts.
- B. For the purpose of the side yard regulations, a group of business or industrial buildings separated by common or party walls shall be considered as one building occupying one lot.
- C. Open unenclosed decks, porches, platforms or steps not covered by a roof or canopy and which do not extend above the first floor of the building may be constructed in a side or rear yard no closer than five feet from a side lot line and five feet from a rear lot line. This provision does not apply to manufactured home parks or campgrounds.
[Amended 11-28-1989 by Ord. No. 639; 2-1-2005 by Ord. No. 1748; 10-12-2010 by Ord. No. 2152; 3-20-2018 by Ord. No. 2562]
- D. For any existing approved lot that is less than 10,000 square feet in size, the side yard setbacks shall be reduced to five feet and the rear yard setback shall be reduced by five feet. For any lot

with side or rear setbacks reduced by operation of this § **115-183D**, no structures shall extend or project closer than five feet from the lot line. The provision of this subsection shall not apply to any lot in a cluster subdivision, Coastal Area cluster subdivision or residential planned community.
[Added 3-20-2018 by Ord. No. 2557; amended 5-21-2019 by Ord. No. 2656]

Sussex County

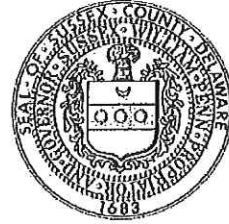
DELAWARE
PLANNING & ZONING DEPARTMENT

sussexcountypde.gov

302-855-7878 T

302-854-5079 F

JANELLE M. CORNWELL, AICP
DIRECTOR



SETBACK INFORMATION REQUEST

Date of Request 11/27/2019 Zoning District MR

Customer Name TUNNEL & RASYOR

Customer Contact MACKENZIE PEET

Tax Parcel ID 334-19.00-1380.00 Lot/Unit Number 35

Parcel Address WELLINGTON COURT

Front Yard Setback 30' WELLINGTON COURT

Side Yard Setback 15'

Rear Yard Setback 40' COUNTRY CLUB ROAD

Corner Front Yard Setback 30' WINDSOR ROAD

Maximum Height 42'



The Customer was provided general zoning setbacks, as a specific parcel was not identified. Therefore, the setbacks provided may not be for a specific parcel. The setbacks could be different based on the specific nature of the property.

Additional Notes:

P.B. 77-339 - SETBACKS PER RECORD PLOT

Name of Staff Member RUSTY

Checked By

JANE WHITEHOUSE, PLZ MANAGER

EXHIBIT C

Rehoboth Beach Yacht and Country Club, Phase 10 Declaration of Covenants, Restrictions and Easements

LAW OFFICES
TUNNELL
& RAYSOR, P.A.

38762

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Prepared by and Return to:
Tunnell & Raysor (JFW)
P.O. Box 151
Georgetown, DE 19947
Tax Parcel No. 3-34-19.00.-150.00

DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS COVERING PHASE 10
REHOBOTH BEACH YACHT AND COUNTRY CLUB

This Declaration is made and executed this 14 day of August, 2002 by GREAT SOUTH BEACH IMPROVEMENT CO., a New York corporation having a business address of 113 East River Road, Rumson, NJ 07760 (hereinafter referred to as "the Developer").

WHEREAS, the Developer is the fee simple owner of certain real property containing approximately 18.15± acres ("the Property") as shown on the plat of Rehoboth Beach Yacht & Country Club, Phase 10, dated April 29, 2002, and recorded in the Sussex County Recorder of Deeds Office at Plot Book 75, Page 253 and 254;

WHEREAS, the Developer has decided and deemed it necessary to impose certain covenants, restrictions and easements in order to provide for the efficient and proper maintenance and administration of the Property.

NOW, THEREFORE, the Developer hereby declares that the following Restrictions, Covenants, and Easements shall run with, burden and bind the Property, and the Developer hereby declares that the Property as described above and shown on the recorded subdivision plat, is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions hereinafter set forth and during the period of time hereinafter set forth; and subject to all easements, rights-of-ways and restrictions previously placed upon the Property as recorded in the Office of the Recorder of Deeds in and for Sussex County by the Developer or its predecessors in title.

ARTICLE A (Residential Uses)

All of the lands hereby conveyed shall be used for private residential purposes only, and no building of any kind whatsoever shall be erected, maintained, or used thereon except private dwelling houses, each dwelling house to be designed for and occupied by a single family only. Under no circumstances shall a building on the lands hereby conveyed be sold to, leased to or occupied by a group of persons unless that group comprises a single family. The private garage, to be erected may include an apartment, but the same may be used only by the respective owners, tenants, or occupants of such residence and their guests, friends, and domestic employees without the payment of rental. Not more than one such single private dwelling and garage shall be erected upon any one lot. No building shall be used as a residence until fully completed, according to the plans and specifications previously approved therefor, as provided in Article D hereof. No one



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shall reside on any lot, casually, temporarily, or permanently, except in a dwelling house. No building shall be moved upon any lot or lots without first obtaining the written approval of Great South Beach Improvement Co., its successors or assigns.

ARTICLE B (Prohibited Uses and Nuisances)

There shall not be erected, permitted, or maintained upon any of the lands conveyed by this deed, any trailer, tent, shack, shed, barn, stable, cattle yard, hog pen, fowl yard, or building of any nature or description except a residence constructed in accordance with these restrictions, nor any graveyard, hospital, sanitarium, asylum, or similar or kindred institution; nor shall any animals, other than domestic animals or pets, be housed or any form of business maintained or kept on said lands; nor shall any subsequent owner of these lands permit the accumulation of wild growth, logs, fallen trees, litter, new or old building materials (for other than immediate use), or other trash upon said lands, thereby creating any unsightly, unsanitary or unsafe condition.

No signs, notices, or advertising matter of any nature, or description shall be erected, used, or permitted upon any lots or ways, except after securing the written permission of Developer, its successors, assigns, or the Architectural Review Committee, when and if such power is delegated to such Committee as hereinafter provided.

The foregoing restrictions shall not apply to the Developer, so long as any lots within any of the Phases remain unsold. Without limiting Developer's rights pursuant to this exception, and by way of example, Developer may maintain a sales office and one or more model homes, as well as signage and other marketing products and materials.

No clothes shall be exposed for airing or drying in front of the rear line of the house on any lot, except by written permission of the Developer, its successors and assigns, which permission may be granted when such exposure can be effected behind shrubbery, trellis or other type screens so as not to be readily seen from the streets or roadways. Where the clothes drying area cannot be shielded from view, mechanical dryers, located within the residence, may be required.

No boats, boat trailers, motor homes, travel trailers, campers, snowmobiles, commercial vehicles, personal water craft and similar items shall be parked or stored on or in front of any lot, except that such vehicles, boats, or items may be stored in an enclosed garage. No unregistered or inoperable vehicle shall be parked or stored on a lot, or in front of any lot on a street, for more than 15 days, except in an enclosed garage.

ARTICLE C (Options to Repurchase)

It is further covenanted that before any purchaser of a lot in Rehoboth Beach Yacht & Country Club Phase 10, or any successor in title to such purchaser, hereinafter sometimes referred to as lot owner, shall sell and convey any land or lot to any subsequent purchaser or grantee, the said lot owner, or his successors in title, shall first submit in

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writing the name and address of such prospective purchaser or grantee, together with the amount of any bona fide sale price offered by such prospective purchaser or grantee to Developer, its successors and assigns, for its approval. If Developer, its successors and assigns, shall not approve the proposed transfer, then Developer, its successors and assigns, shall have the option to purchase said land or lot (with or without improvements) so proposed to be conveyed at the same price offered by such prospective purchaser or grantee, upon the condition, nevertheless, that if said option is not exercised by Developer, its successors or assigns, in writing within thirty (30) days after delivery of such notice, the lot owner, or his or her successor in title, shall then have the right or power to sell and convey said property to said prospective purchaser or grantee at the price offered as aforesaid. In the event of the violation of this covenant, the right of the Developer, its successors and assigns, to exercise said approval, or to repurchase said property, shall include the right to compel specific performance thereof and to collect damages therefor as against the said lot owner, or his or her successors in title. Upon the creation of the Phase 10 Homeowners Association (see Article G hereof), such Homeowners Association shall succeed to all rights and obligations of the Developer set forth in this Article C, and Developer shall have no further involvement pursuant to this Article.

ARTICLE D (Approval of Plans and Specifications)

No building, structure, fence, wall, dock, bulkhead, seawall, swimming pool or other erection, shall be commenced, erected, maintained or used, nor shall any addition to or change or alterations therein, or in the use thereof, be made upon any of the lands conveyed by this deed, no matter for what purpose or use, until complete and comprehensive plans and specifications, prepared by an architect or competent residential draftsman, showing the nature, kind, shape, height, materials, floor, elevation, foundation and footing plans, exterior color scheme, location and frontage on the lot, driveway, drainage, culvert, if applicable, and the grading and landscaping plan of the lot to be built upon or improved, shall have been submitted to and approved in writing by the Developer, its successors, assigns, or its Architectural Review Committee, if any, provided that nothing herein shall require the aforesaid approval as to matters of interior decorations.

Any and all professional architectural review fees incurred or to be incurred by either the Developer or the said Architectural Review Committee in connection with the approval or disapproval of plans and specifications submitted by a Lot Owner shall be paid by a Lot Owner at the time said plans and specifications are submitted for approval.

The Developer, its successors or assigns, or the Architectural Review Committee, shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans or changes, which are not suitable or desirable, in its or their sole opinion, for aesthetic, safety, health, police or other reasons, and in so passing upon such plans and specifications, or grading and landscaping plans or changes, the Developer, its successors or assigns, or said Architectural Review Committee, shall have the right to take into consideration such factors which in its or their opinion would affect the desirability or suitability of such proposed improvements, erection, alteration, or change.

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The Developer, its successors, assigns, or said Architectural Review Committee, shall have the right from time to time during the period that construction of any dwelling progresses and at the completion of any particular dwelling or during the period that repairs are being made to any dwelling, to go upon the premises where the dwelling is located and make certain that such construction and/or repairs are in accordance with the approved plans for said dwelling and not violative of these restrictions.

Outdoor incineration will not be permitted.

No wall or fence of any height shall be constructed on any lot until after the height, type, design and location therefor shall have been approved in writing by the Developer, its successors or assigns. No wall or fence shall be constructed within a front setback area. No hedge or shrubbery creating a wall or fence-like appearance or barrier shall be constructed within a front setback area or permitted to have a height or more than four feet. No wall or fence outside the front setback area shall be constructed or permitted to have a height of more than four feet, except as required to meet governmental statutes, ordinances, or regulations for the enclosure of a swimming pool. Chain link fences, regardless of cladding or color, are prohibited. The heights or elevations of any wall, fence, or shrubbery, shall be measured from the existing elevations of the property.

No building or structure, or any part thereof, including garages and porches, shall be erected upon or extended within thirty (30) feet of any street, road, drive, lane or way on which it fronts, except if the building or structure is erected at the intersection of two or more streets, roads, drives, lanes, or ways, then said building or structure may be erected within twenty-five (25) feet of such abutting side street, road, lane, drive, or way, as the case may be.

No building or structure, or any part thereof, including garages and porches, shall be erected upon or extended within fifteen (15) feet of any common side boundary line between any two adjoining lots, nor shall any building or structure or any part thereof, including garages and porches be erected upon or extended within twenty-five (25) feet of any rear boundary line or buffer zone shown on the plot of the development, nor shall any building or structure, or any part thereof, including garages and porches, be erected upon or extended within twenty-five (25) feet of any waterway.

Each lot owner must construct and maintain a garage with a minimum capacity for one motor vehicle and shall provide parking for at least two (2) motor vehicles off the streets, roads, drives, lanes and ways of Rehoboth Beach Yacht & Country Club Phase 10, prior to occupancy of any dwelling.

The finished heated living area of any dwelling constructed on a lot in Rehoboth Beach Yacht & Country Club Phase 10, excluding porches, attics, basements and garages, shall be not less than 1800 square feet.

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No lot located within the lands herein conveyed shall be subdivided, sold or otherwise transferred in a lesser or smaller parcel than shown on the plot of these lands to be recorded in the Office of the Recorder of Deeds, at Georgetown, Sussex County, Delaware, except as the same may be supplemented from time to time by a revised plot bearing the approval of the Developer, or its successors or assigns, and also of record in the Office of the Recorder of Deeds, as aforesaid.

The Developer, its successors or assigns, shall have the power, in its discretion, at any time or times hereafter, to create a Architectural Review Committee, composed of three members, one of whom shall be an architect, or qualified architectural draftsman, of recognized standing in his or her profession, and from time to time, or for a stated period, to delegate to and confer upon such Architectural Review Committee the same power and authority, or any part thereof, as is herein reserved by and conferred upon the Developer, its successors or assigns, under the restrictive covenants herein. The Developer, its successors or assigns, shall have full power to remove any and all such members of such Architectural Review Committee, and to fill such vacancies, or to dissolve such Architectural Review Committee entirely, at such time as it deems for the best interest of the entire development and thereupon to again resume such full powers of approval as herein provided; and such delegation of power to such Architectural Review Committee shall not be deemed an assignment thereof, but merely a license, revocable at the discretion of the Developer, its successors or assigns. There shall not be a review of any decision of the Developer, its successors or assigns, but if said Architectural Review Committee disapproves the plans and specifications for any proposed project submitted by any lot owner under the requirements of these covenants, the lot owner shall have the right to appeal and submit the matters at issue to the Developer, its successors or assigns. Any lot owner desiring to take an appeal shall give written notice of this fact to the Developer, its successors or assigns, and the said Architectural Review Committee, within fifteen (15) days after the disapproval of any such plans and specifications, giving therein the reasons why such person claims to be aggrieved and providing the Developer with copies of all documents previously submitted to the Architectural Review Committee. The Architectural Review Committee will then have ten (10) days to respond, in writing, to such appeal and to submit documentation. The Developer will render a written decision within ten (10) days thereafter. The failure of the Developer to render a written decision within ten (10) days shall constitute an affirmation of the Architectural Review Committee's decision. The lot owner taking such appeal shall be responsible for the compensation and expenses, if any, charged by any professional architect or draftsman involved in such appeal.

The Developer shall have the discretion and power to establish architectural review and/or construction standards as it deems appropriate and that will not unreasonably interfere with the intended residential use of lots in Rehoboth Beach Yacht & Country Club Phase 10. Until such time as the Developer specifically relinquishes the right, it retains the right to amend or reject any changes to architectural review standards or construction guidelines as may be proposed by the Architectural Review Committee, the Phase 10 Homeowners Association or individual lot owners.

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Whenever two or more adjoining lots are acquired in single ownership, and the same are devoted to use as a single building site, the interior side-yard and/or the interior rear-yard set-back line, or lines thereof as the case may be, shall be applicable thereto only as to the common rear line or side boundary line, or lines, between such lots or land area and the adjoining lots or land area held in other ownership.

ARTICLE E (Use of Roads)

The Developer hereby gives, grants and conveys all persons or entities purchasing a lot in Phase 10 of Rehoboth Beach Yacht & Country Club, their heirs, executors, administrators, successors or assigns, and to all other persons now or hereafter entitled to occupy any lots within the area described above, the right, in common with the Developer, its successors or assigns, of free and uninterrupted use of the roads and any other ways hereafter laid out and opened in or through the said lands for the general use of all lot owners, for convenient ingress, egress, and passage to and from various parts of the lands hereby conveyed, and to and from points outside of the area described above.

The use of said ways or means of ingress, egress, and passage, herein granted, shall be restricted to the right of passage only, and no wagon, vehicle, or movable stands or platforms of any kind for the display or sale of food, drinks, goods, wares and merchandise of any description, nor any nuisance or obstruction shall be maintained or permitted on any of said ways, and the Developer, its successors or assigns, reserves the right at all times to make such reasonable traffic regulations and to adopt such other measures for the proper handling of traffic over such ways, as it may deem expedient. In addition, the Developer reserves the right to transfer any or all of said streets, roads, or ways to the State of Delaware for the purpose of using said roads or ways for the public good and improvement of the same, as per Paragraph K of the Standard Provisions attached to the standard Agreement of Purchase and Sale utilized to purchase lots in Phase 10, Rehoboth Beach Yacht & Country Club.

Until July 1, 2007, the Developer shall assume responsibility for the maintenance of the ponds and drainage system located in Phase 10, Rehoboth Beach Yacht & Country Club. After such date, such maintenance, repair and replacement responsibility shall belong to the individual lot owners, or as members of the Phase 10 Homeowners Association established pursuant to Article G hereof.

The Developer, for itself, its successors or assigns, reserves the right, in the interest of the health, comfort, rest and welfare of the owners and occupants of lots within Rehoboth Beach Yacht & Country Club Phase 10, to establish, maintain, and enforce regulations for the disposal and removal of garbage, sewage and rubbish, for the delivery of necessities, provisions, merchandise, the visitations of tradesmen, and any other similar services. Developer, its successors or assigns, reserves the right, at any and all times to exclude, expel and remove from all roads, streets and ways all such nuisances, obstructions, vehicles, or persons, upon whom no privilege for the use of the ways is

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conferred by this Declaration, or by written permission of the Developer, its successors or assigns. The Developer, its successors or assigns, may maintain such watchmen, and erect, maintain and control, at its discretion, such gates, or adopt, at its discretion, other measures to enforce the rights mentioned in this Article, and the enforcement thereof shall not constitute the creation or maintenance of a nuisance or obstruction, nor constitute any limitation or annulment of the foregoing grant of free and uninterrupted use of the ways or means of ingress, egress and passageway to lot owners.

The Developer, for itself, its successors or assigns, reserves the right to promulgate and establish regulations against bonfires, campfires, the setting fire to brush or other planting, the burning of leaves and rubbish, and other fires within the area herein conveyed.

No public or private way, road, lane, alley or other thoroughfare, except the ways laid out on said plot, as recorded in the Sussex County Office of the Recorder of Deeds, or any revisions thereof, or changes therein, likewise recorded for the use of the lot owners, shall be opened or used, over, across or upon, any of the lots in Rehoboth Beach Yacht & Country Club Phase 10, save only with the written consent of the Developer, its successors or assigns, nor shall any such thoroughfare or way be extended or continued into or out of the said lots, from or to adjoining or adjacent premises without similar consent, nor shall any easement, public or private license, or permission be granted by any lot owner, for purposes of ingress, egress, or passage over, upon, or across any said lots, save upon similar consent of the Developer.

The Developer expressly reserves unto itself, its successors or assigns, the exclusive right to grade, degrade, change the location of, close or partly close any way, or means of ingress, egress and passage, providing such alterations shall not materially interfere with the foregoing right of convenient ingress, egress and passage to or from any lot, or shall not take any portion of any lot sold or conveyed by Developer, its successors or assigns, before such change of location or closing. If the permission of the Developer, its successors or assigns, has been secured, nothing contained herein shall prevent the installation of any utilities and drains, in on, over or under any ways or means of ingress, egress, and passage in the area herein conveyed.

Nothing contained herein shall be construed to obligate the Developer, its successors or assigns, to construct, build or otherwise provide improved surfaces for any of the said ways, or means in ingress, egress and passage, in the area herein conveyed.

Nothing contained herein shall impose upon the party of the first part, its successors or assigns, any liability for property damage and/or personal injury occurring to any person whomsoever, by reason of the use of the ways and/or easements mentioned herein, and all persons using such ways and/or easements shall do so at their own risk and without liability on the part of the Developer, its successors or assigns.

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ARTICLE F (Modification of Restrictions)

The Developer reserves unto itself, its successors or assigns, easements for the erection, construction, maintenance, and use of poles, wires, conduits, and the necessary, proper, or desirable attachments in connection therewith, for the transmission of electricity for lighting, heating, telephone, and other purposes; for public and private sewers; storm water drains; pipe lines for supplying gas, water and heat; and for any other public or quasi-public utility or function conducted, maintained, or performed, or to be installed in the future, in any manner above or beneath the surface of the ground. Such easements shall be confined to the locations delineated upon the recorded plots of Rehoboth Beach Yacht & Country Club II, Phase 10. The Developer, its successors, assigns, agents and employees, and (with the permission of the Developer, its successors or assigns), the representatives of utility companies private or quasi-public, and the representatives of public agencies, shall have the right to enter upon such strips subject to said easements at any time, for any of the utilitarian purposes for which said easements are reserved.

No reservation or creation of any easement for any purpose shall be construed to obligate the Developer, its successors or assigns, to provide any utilities.

The Developer expressly reserves the right to assign or transfer, in whole or in part, any or all of such easements to any public or quasi-public service company, municipal corporation or agency, lot owners' association or corporation, or to any other person, firm, association, or corporation.

Any or all of the conditions, covenants, agreements, reservations, restrictions, and changes, created and established in this deed may be waived, abandoned, terminated, modified, altered, changed, or added to, as to any lands owned by the Developer, but with the consent of the then owner or owners, as to any lots previously conveyed, provided such change can be made without the objections of the owners of more than one-half of the lots previously conveyed, signed by the lot owners so objecting, as being prejudicial to the use of their property. Such objections shall be made in writing within thirty (30) days after the mailing of notice of such proposed changes to all lot owners,. No such changes shall become effective until an instrument of writing setting forth such changes in detail, and certified by the Developer, its successors or assigns, that such changes have not been objected to within the time herein provided by a majority of the then lot owners, shall be recorded in the Office of the Recorder of Deeds, in and for Sussex County aforesaid.

The Developer, its successors or assigns, may at any time hereafter remap, replot, or change the layout of any of the lots, provided that if such remapping, repotting, or change of layout involves the remapping, replotting, or change of the layout of lots theretofore sold by the Developer, the consent of such lot owners to such change or changes shall have been secured and recorded by separate instrument or on the face of the new plot.

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All the restrictions, conditions, covenants, and agreements contained in this deed shall continue in force until the 1st day of July, 2007, and shall, as then in force, be continued automatically and without further notice from that time for a period of five (5) years, and thereafter for successive periods of five (5) years without limitation, unless, within the six (6) months prior to the 1st day of July, 2007, or within the six months prior to the expiration of any successive five (5) year period thereafter, a written agreement executed by the then record owners of more than one-half of all lots in Rehoboth Beach Yacht & Country Club Phase 10 be placed on record in the Office of the Recorder of Deeds, in and for Sussex County aforesaid, by the terms of which agreement any of said conditions, restrictions, covenants, liens, or charges are changed, modified, or extinguished, in whole or in part, as to all or any part of the Property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification by duly executed and recorded, the original conditions, restrictions, covenants, liens, and charges as therein and thereby modified, shall continue in force for successive periods as outlined above, unless and until further changed, modified, or extinguished in the manner herein provided.

ARTICLE G (Organization and Operation of Property Owners Association)

It is the intention of the party of the first part that a non-profit corporation to be called "Phase 10 Homeowners Association", hereinafter called "Association", is to be formed, at any time, to care for roads, streets, canals, lagoons and other open or community areas maintained for the general good of the development, and vacant and unimproved lots in this development, whether such lots be owned by the Developer, its successors or assigns, or not; and to do any other things and perform any labor necessary or desirable in the judgment of such non-profit Association to maintain the development in good repair and condition, and to landscape any property in the development not owned by private parties.

After more than 50% of the lots in Phase 10 have been sold to individual purchasers by the Developer, then all privileges, rights, powers, duties, and authority of the Developer contained in these Restrictive Covenants, shall thereupon vest in the Association (subject to the assessment provisions in the following paragraph) and thereafter such privileges, rights, powers, duties and authority shall be excisable by the Association and thereafter whenever herein the expression "Developer" is used, it shall be taken to mean the "Association".

All persons purchasing property (exclusive of the Developer) within Phase 10, Rehoboth Beach Yacht & Country Club, by acceptance of their deeds, do agree to the formulation of the said "Association" and do further agree to become a member thereof and pay their pro rate share of the funds necessary for the performance of its functions. Assessments on private property owners (exclusive of the Developer) may be made annually and shall not exceed \$200.00 per annum per lot unless any assessment over and above this amount is approved by a majority of the property owners in Rehoboth Beach Yacht & Country Club Phase 10, (all phases) each lot being entitled to one vote regardless of how title thereto may be held or how many lots may be owned by one person, partnership or corporation.

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IN WITNESS WHEREOF, GREAT SOUTH BEACH IMPROVEMENT CO. has caused these Restrictions to be executed by its proper corporate officers and its corporate seal to be hereunto affixed this 14 day of August, A.D. 2002.

GREAT SOUTH BEACH IMPROVEMENT CO.

By: Joseph Schollenberger
Joseph Schollenberger, Vice President

Attest: Edna F. Schollenberger (SEAL)
Edna F. Schollenberger, Assistant Secretary

STATE OF DELAWARE :
: ss
COUNTY OF SUSSEX :

AUG 23 2002

BE IT REMEMBERED, that on this 14 day of August, A.D. 2002, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, JOSEPH SCHOLLENBERGER, Vice President of Great South Beach Improvement Co., a corporation organized and existing under the laws of the United States, party to this indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed, and the act and deed of the said corporation; that the signature of the Vice President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the said corporation.

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

Patricia C. White
Notary Public

RECORDER OF DEEDS
RICHARD H. BELL, II

02 AUG 21 PM 3:13

SUSSEX COUNTY
DOC. SURCHARGE PAID

My Commission Expires:
December 16, 2002

PATRICIA C. WHITE
NOTARY PUBLIC, DE
TERM: 4 YEARS
COMMISSION EXPIRES: 12-16-2002

EXHIBIT D

Deed

LAW OFFICES

TUNNELL
& **R**AYSOR, P.A.

44768

BK: 3739 PG: 34

Tax Parcel No.: 3-34 19.00 1380.00

Return To: Mr. and Mrs. Adam Koper
Grantee's Address: 605 Becker Avenue
Wilmington, DE 19804

Prepared By: Brian P. Glancy, Esquire
227 E. Main Street
Middletown, DE 19709

DEED

THIS DEED, made this 13th day of October, 2009,

BETWEEN

BRUCE R. RENNER and AMBER V. RENNER, husband and wife, of New Castle County, Delaware, party(ies) of the first part,

AND

ADAM T. KOPER and RENEE CARRAFIELL-KOPER, husband and wife, of New Castle County, Delaware, party(ies) of the second part, *as tenants by the entirety*

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of **TEN DOLLARS (\$10.00)**, and other good and valuable consideration, lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said parties of the second part, in fee,

ALL THAT certain lot, piece, or parcel of land, with the buildings and improvements thereon, situate, lying and being in the **Lewes and Rehoboth Hundred**, Sussex County, Delaware known as 3 Wellington Court, being **Lot 35, Phase 10**, as shown on the Record Major Subdivision Plan of Rehoboth Beach Yacht and Country Club, recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware in **Plot Book 75, Pages 253-254**, and amended by Plot dated December 16, 2002 on Drawing R-1 of original Record Plan and recorded in the Office aforesaid in **Plot Book 77, Page 339** and more particularly described in the attached Exhibit "A".

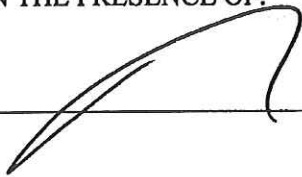
BEING THE SAME lands and premises which **GREAT SOUTH BEACH IMPROVEMENT COMPANY**., a corporation of the State of New York, by Deed dated **June 20, 2003** and recorded **June 23, 2003** in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware in **Deed Book 2851 Page 308**, did grant and convey unto **BRUCE R. RENNER and AMBER V. RENNER**, husband and wife, in fee.


BK: 3739 PG: 35

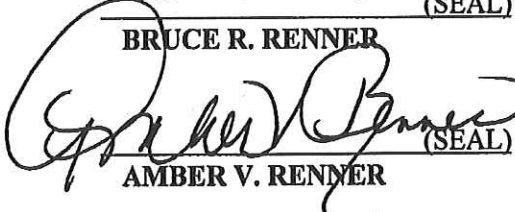
SUBJECT TO Restrictions, Easements and Agreements as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware and including those set forth in the attached Exhibit "B".

IN WITNESS WHEREOF, the said party(ies) of the first part has/have hereunto set his/her/their hand and seal, the day and year aforesaid.

SEALED AND DELIVERED
IN THE PRESENCE OF:





BRUCE R. RENNER (SEAL)


AMBER V. RENNER (SEAL)

STATE OF DELAWARE)
COUNTY OF New Castle)SS.

BE IT REMEMBERED that on this ____ day of 10/13, 2009 personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, **BRUCE R. RENNER and AMBER V. RENNER** party(ies) to this Indenture, who acknowledged this Indenture to be his/her/their voluntary Act and Deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year aforesaid



NOTARY PUBLIC

BRIAN P. GLANCY, ATTORNEY AT LAW
NOTARIAL OFFICER IN THE STATE OF DELAWARE
PURSUANT TO TITLE 29, DELAWARE CODE
SECTION 4323 (a)(3)

Consideration: 131,000.00

County	1,965.00
State	1,965.00
Town	Total 3,930.00
Received: Faith R Dec 03, 2009	

BK: 3739 PG: 36

Exhibit A

ALL that certain tract, piece or parcel of land located in the subdivision known as REHOBOTH BEACH YACHT & COUNTRY CLUB, Phase 10, Lewes and Rehoboth Hundred, Sussex County, Delaware and being more particularly described as follows:

Lot Number 35, Phase 10, fronting on Wellington Court, as shown on the Record Plan for Rehoboth Beach Yacht & Country Club, Phase 10, dated April 29, 2002, and recorded in the Sussex County Recorder of Deeds Office, in Plot Book 75. Pages 253-254, as amended by Plot dated December 16, 2002, changing certain bearings and distances on Drawing R-1 of original Record Plan and recorded In the Office aforesaid in Plot Book 77, Page 339.

BEING a part of the same lands and premises conveyed to Great South Beach Improvement Co., a New York corporation, by the following three (3) deeds, all recorded at the Office of the Recorder of Deeds In and for Sussex County, Delaware: (1) Deed of Sarah S. Clarke dated February 12, 1996, recorded at Deed Book 2107, Page 130, (2) Deed of Lauren P. Clarke dated January 26, 1996 recorded at Deed Book 2017, Page 128 and (3) Deed of Leslie M. Clarke, individually and as custodian for Victoria A. Clarke, dated January 26, 1996, recorded at Deed Book 2107, Page 126.

Grantees, by accepting and recording this deed, agree to become members of a new Homeowners Association to be formed which will have responsibility for maintaining and controlling the private streets and storm water drainage and management areas, which are shown on the Plot of record for the Rehoboth Beach Yacht & Country Club, Phase 10, the plot for which is filed for record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, in Plot Book 75, Pages 253 and 254, as amended, as well as any storm water retention/detention basins located within the confines of the above referenced plots. The Grantees, by accepting this Deed, recognize and understand that the road upon which the above-described property fronts is a private road and that the Grantees will be responsible for their proportionate cost of the maintenance of said private roads as assessments are levied for such maintenance by the Homeowners Association until and unless said roads we accepted for maintenance by the State of Delaware.

Grantees further agree and acknowledge, by the acceptance and recording of this deed, that they are purchasing the above-described lot subject to the Declaration of Covenants Restrictions and Easements Covering Phase 10 of Great South Beach Improvement Co., dated August 14, 2002, and recorded in the Office aforesaid In Deed Book 2742, Page 93, and such other restrictions and easements as may be of record. Pursuant to the above-referenced plots and the Sussex County Zoning Ordinance, the lot being conveyed herein is required to have a setback of not less than forty (40) feet from County Road 273.

BK: 3739 PG: 37

Exhibit B

- Power of Attorney as set forth in Deed Record 760, Page 38.
- dRESTRICTIONS: as set forth in Deed Record 2491, Page 12; Deed Record 578, Page 408; Deed Record 708, Page 409; Deed Record 905, Page 168; Deed Record 1096, Page 101; Deed Record 1604, Page 315; Deed Record 2671, Page 102 and Deed Record 29, Page 73.
- dUTILITY AGREEMENT: as set forth in Deed Record 360, Page 58; Deed Record 361, Page 285; Deed Record 361, Page 286; Deed Record 372, Page 388; Deed Record 405, 402; Deed Record 510, Page 425; Deed Record 471, Page 299; Deed Record 471, Page 319; Deed Record 525, Page 64; Deed Record 569, Page 198; Deed Record 1578, Page 11; Deed Record 757, Page 164; Deed Record 757, Page 167; Deed Record 770, Page 175; Deed Record 1905, Page 54; Deed Record 2510, Page 169; Deed Record 781, Page 67; Deed Record 2039, Page 252; Deed Record 2050, Page 277; Deed Record 2053, Page 199; Deed Record 2056, Page 45; Deed Record 2063, Page 265; Deed Record 2615, Page 346; Deed Record 2551, Page 146; Deed Record 377, Page 2551, Page 146; Deed Record 377, Page 426; Deed Record 694, Page 203 and Deed Record 1714, Page 152.
- dEASEMENTS AND CONDITIONS: as set forth in Plot Book 5, Page 32; Plot Book 9, Page 27; Plot Book 63, Page 227; Plot Book 66, Page 36; Plot Book 67, Page 152; Plot Book 68, Page 135; Plot Book 68, Page 259; Plot Book 49, Page 298; Plot Book 50, Page 129; Plot Book 54, Page 118; Plot Book 55, Page 279 and Plot Book 56, Page 266.

RECEIVED

DEC 03 2009

**ASSESSMENT DIVISION
OF SUSSEX COUNTY**Recorder of Deeds
John F. Brady
Dec 03, 2009 09:44A
Sussex County
Doc. Surcharge Paid

EXHIBIT E

Sample Floor Plan

LAW OFFICES

TUNNELL
& **R**AYSOR, P.A.

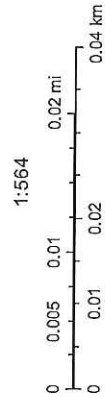


Sussex County

PIN:	334-19.00-1380.00
Owner Name	KOPER ADAM T
Book	3739
Mailing Address	605 BECKER AVE
City	WILMINGTON
State	DE
Description	REHOBOTH BEACH YACHT
Description 2	COUNTRY CLUB
Description 3	PHASE 10 LOT 35
Land Code	



- polygonLayer
 - Override 1
- polygonLayer
 - Override 1
- Tax Parcels
- 911 Address
- Streets
- Map Index
- County Boundaries
- Tax Ditch Segments
 - Tax Ditch Channel
 - Pond Feature
 - Special Access ROW
 - Extent of Right-of-Way
 - Approx. Watershed Boundary
 - Municipal Boundaries



Case # 12425
Hearing Date 3/2

202001144

Board of Adjustment Application Sussex County, Delaware

Sussex County Planning & Zoning Department
2 The Circle (P.O. Box 417) Georgetown, DE 19947
302-855-7878 ph. 302-854-5079 fax

Type of Application: (please check all applicable)

Variance ☒
Special Use Exception ☒
Administrative Variance ☐
Appeal ☐

Existing Condition ☒
Proposed ☐
Code Reference (office use only)
115-23 115-34
115-

Site Address of Variance/Special Use Exception: 9026 Shore Drive
Primehook Beach Milford DE 19963

Variance/Special Use Exception/Appeal Requested: setback requirement
for front yard seasonal use (April through
October) as a tourist home

Tax Map #: 20-30-17-218.06 Property Zoning: MR

Applicant Information

Applicant Name: see below. Owner is applicant
Applicant Address: _____
City, State, Zip: _____
Applicant Phone #: _____ Applicant e-mail: _____

Owner Information

Owner Name: Diane W McConnell
Owner Address: 9026 Shore Drive
City, State, Zip: Milford DE Purchase Date: 5/31/06
Owner Phone #: 215 510 7051 Owner e-mail: dianemcconnell12@gmail.com

Agent/Attorney Information

Agent/Attorney Name: N/A
Agent/Attorney Address: _____
City, State, Zip: _____
Agent/Attorney Phone #: _____ Agent/Attorney e-mail: _____

Signature of Owner/Agent/Attorney

[Signature]

Date: Jan 31 2020



Criteria for a Variance: (Please provide a written statement regarding each criteria).

You shall demonstrate to the Board of Adjustment that the property meets all of the following criteria for a Variance to be granted.

In granting any variance the Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of the Zoning Ordinance or Code. The Board is empowered in no case, however, to grant a variance in the use of land or structures thereon.

1. Uniqueness of property:

That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the exceptional practical difficulty is due to such conditions and not to circumstances or conditions generally created by the provisions of the Zoning Ordinance or Code in the neighborhood or district in which the property is located.

When I bought the property there was an existing garage located on it. I have been using this as a dwelling. The pre-existing structure violates front yard setback requirements.

2. Cannot otherwise be developed:

That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance or Code and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

To meet existing setback requirements the structure would have to be demolished and rebuilt.

3. Not created by the applicant:

That such exceptional practical difficulty has not been created by the appellant.

The building pre-existed the applicant's use of it.

4. Will not alter the essential character of the neighborhood:

That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located and nor substantially or permanently impair the appropriate use, or development of adjacent property, nor be detrimental to the public welfare.

Many existing houses are in line with the front setback of the existing structure or at least appear to be so. The requested variance will not adversely affect the neighborhood.

5. Minimum variance:

That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

from the minimum setback required to meet code requirements is what is requested.

Criteria for a Special Use Exception: (Please provide a written statement regarding each criteria)

You shall demonstrate to the Board of Adjustment that the property meets all of the following criteria for a Special Use Exception to be granted.

1. Such exception will not substantially affect adversely the uses of adjacent and neighboring property.

Neighboring properties are either vacant lot or used for summer beach activities with families & guests.

2. Any other requirements which apply to a specific type of special use exception as required by the Sussex County Code. (Ex. Time limitations – 5 year maximum)

I believe the time limit is 5 years.

Basis for Appeal: (Please provide a written statement regarding reason for appeal)

N/A



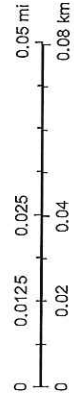
Sussex County

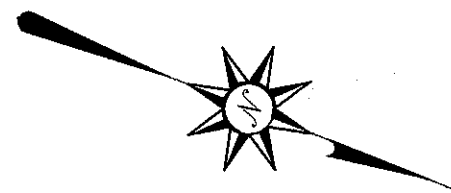


PIN:	230-17.00-218.06
Owner Name	MCCONNELL DIANE W
Book	3318
Mailing Address	9036 SHORE DR
City	MILFORD
State	DE
Description	PRIME HOOK BEACH
Description 2	LOT 17
Description 3	N/A
Land Code	

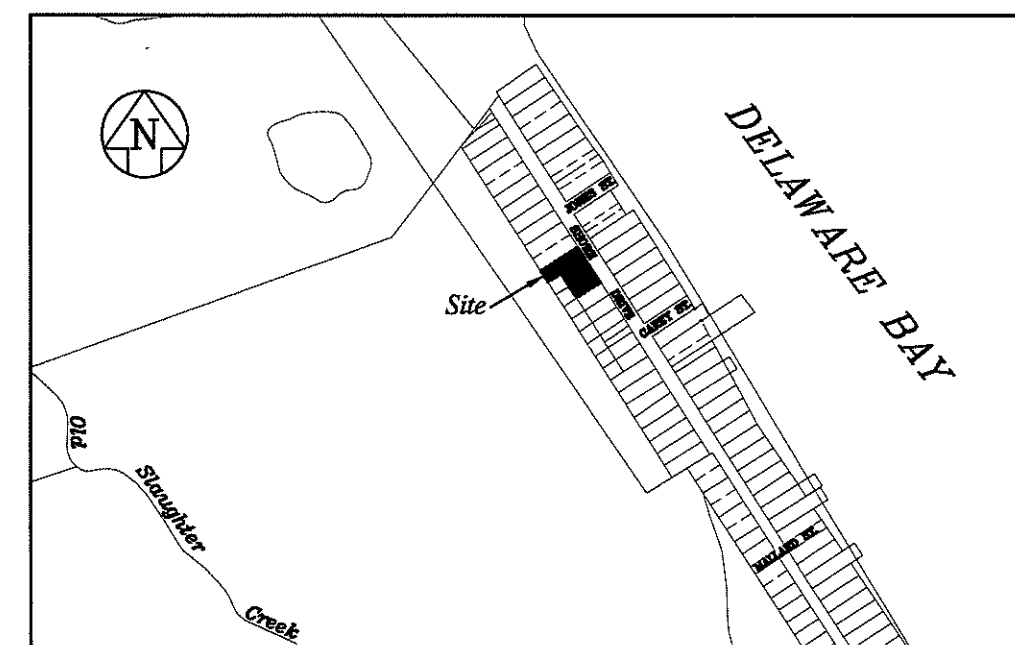
- polygonLayer
Override 1
- polygonLayer
Override 1
- Tax Parcels
- 911 Address
- Streets
- Map Index
- County Boundaries
- Tax Ditch Segments
- Tax Ditch Channel
- Pond Feature
- Special Access ROW
- Extent of Right-of-Way
- Approx. Watershed Boundary

1:1,128

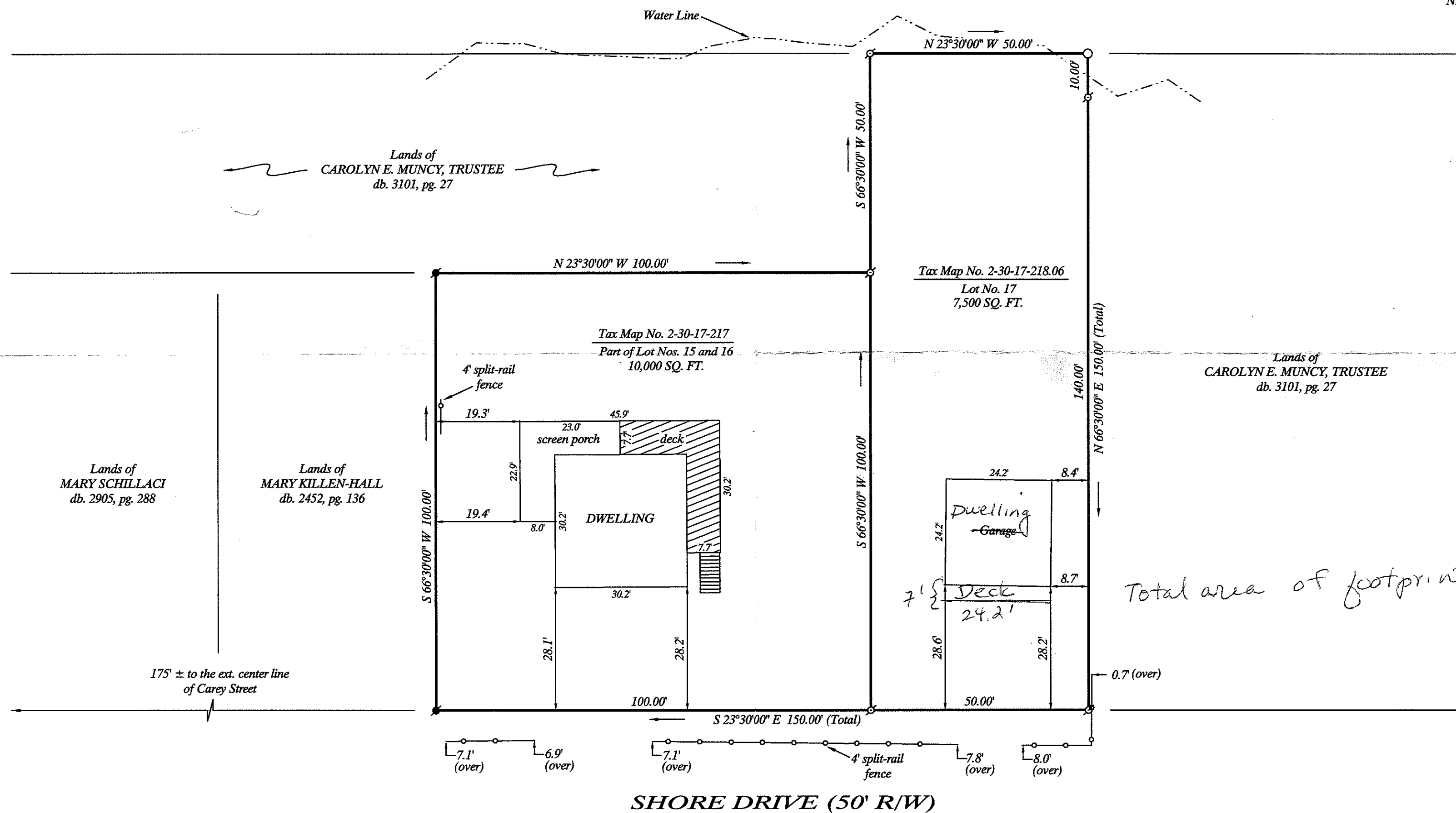




Lands of
THE UNITED STATES
OF AMERICA
db. 2896, pg. 333



Site Map
N.T.S.



LEGEND

These standard symbols will
be found in the drawing.

- POINT
- 5/8" RE-BAR (FD)
- ⊗ 5/8" RE-BAR (SET)

FIRM INFORMATION:
100029 - 0180 - J
JANUARY 6, 2005
ZONE: AE, B.F.E. = 9'

NOTE:
This plat and survey does not verify
the existence or nonexistence of
right-of-ways and/or easements
pertaining to this property.

Lands of FRED M. LOWELL and DIANA D'E LOWELL to
be conveyed to DIANE W. McCONNELL. Being known as
LOT NO. 17 AND PART OF LOT NOS. 15 & 16, LANDS
OF THOMAS T. JONES. Ref: plat book 7, page 30.

TOTAL AREA: 17,500 SQ. FT.
STATE OF DELAWARE

SCALE: 1" = 20'

No title search provided or stipulated.
CLASS "B" SURVEY

COUNTY: SUSSEX
HUNDRED: CEDAR CREEK
TAX MAP NO. 2-30-17-217/218.06
DATE: 5/26/2006
DRAWN BY: T. JOHNSON

**SIMPLER
SURVEYING
& ASSOCIATE, INC.**
32486 POWELL FARM ROAD, FRANKFORD, DE 19945
www.delawaresurveyor.com
PHONE: (302) 539-7873 FAX: (302) 539-4336

Signature
5/26/06
P.L.S. 711