

**BOARD OF ADJUSTMENT**

DR. LAUREN A. HITCHENS  
NATHAN KINGREE  
SHAWN LOVENGUTH  
JOHN WILLIAMSON



**Sussex County**

DELAWARE  
sussexcountyde.gov

(302) 855-7878

**AGENDA**

**February 23, 2026**

**6:00 PM**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Approval of the Minutes for November 17, 2025**

**Approval of the Findings of Fact for November 17, 2025**

**Approval of the Minutes for December 8, 2025**

**Approval of the Findings of Fact for December 8, 2025**

**Approval of the Minutes for December 15, 2025**

**Approval of the Findings of Fact for December 15, 2025**

**Public Hearings**

**Case No. 13163 – The Estate of James E. McAlister**

seeks variances from the rear and side yard setback requirement for an existing structure (Section 115-25 and 115-183 of the Sussex County Zoning Code). The property is located on the southwest side of Mills Ridge Road. 911 Address: 30830 Mills Ridge Road, Lewes. Zoning District: AR-1. Tax Map: 334-5.00-608.00

**Case No. 13165 – Sea Air Village (Lot F99)**

seeks variances from the separation requirements for proposed structures (Section 115-25 and 115-172 of the Sussex County Zoning Code). The property is located on the southeast side of Atlantic Avenue. 911 Address: 20077 Atlantic Avenue, Rehoboth Beach. Zoning District: AR-1. Tax Map: 334-13.00-310.00-3068.

**Case No. 13166 – Gregory Showell**

seeks variances from the minimum lot width requirement for two (2) proposed lots (Section 115-25 of the Sussex County Zoning Code). The property is located on the southwest side of Camp Barnes Road. 911 Address: N/A. Zoning District: AR-1. Tax

**Map: 134-19.00-112.03.**

**Additional Business**

**Case No. 13156 – Recordo and Veronica Nock**

**seek variances from the rear yard setback requirement for an existing structure (Section 115-25 and 115-183 of the Sussex County Code). The property is located on the east side of Chaplains Chapel Road. 911 Address: 19614 Chaplains Chapel Road, Bridgeville. Zoning District: AR-1. Tax Map: 430-23.00-44.03.**

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-MEETING DETAILS-

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on February 16, 2026 - at 4:30 p.m. and at least seven (7) days in advance of the meeting.

The Agenda was prepared by the Director of Planning and Zoning and is subject to change to include the additional or deletion of items, including Executive Sessions, which arise at the time of the meeting.

Agenda items may be considered out of sequence.

The meeting will be streamed live at <https://sussexcountyde.gov/council-chamber-broadcast>

The Board of Adjustment meeting materials, including the “packet” are electronically accessible on the County’s website at: <https://sussexcountyde.gov/>.

Any person who intends to present a digital presentation or document, including PowerPoint files, for electronic display during County meetings shall submit said file(s) in advance, no later than one (1) business day before the respective public meeting. Files may be sent electronically to [pandz@sussexcountyde.gov](mailto:pandz@sussexcountyde.gov) or delivered by hand to County Administration, located in the Sussex County Administrative Offices, 2 The Circle, in Georgetown. No external storage devices shall be permitted to connect to County equipment.

If any member of the public would like to submit comments electronically, these may be sent to [pandz@sussexcountyde.gov](mailto:pandz@sussexcountyde.gov). All comments are encouraged to be submitted by 4:30 P.M. on Thursday, February 19, 2026.

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**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 # 13163  
 Hearing Date 2-23-2026  
2026 00025

**RECEIVED**

JAN 05 2026

Type of Application: (please check all applicable)

Variance   
 Special Use Exception   
 Administrative Variance   
 Appeal

Existing Condition  SUSSEX COUNTY  
 Proposed  PLANNING & ZONING  
 Code Reference (office use only)

**Site Address of Variance/Special Use Exception:**

30830 Mills Ridge Rd  
 Lewes, DE 19958

**Variance/Special Use Exception/Appeal Requested:**

Request to approve a Variance for the side and rear setbacks of the Unattached Garage

Tax Map #: 334-05.00-608.00 Property Zoning: AR-1

**Applicant Information**

Applicant Name: The Estate of James E. McAlister  
 Applicant Address: 19606 Coastal Highway  
 City Rehoboth Beach State DE Zip: 19971  
 Applicant Phone #: (302) 542-1906 Applicant e-mail: betty@mannandsons.com

**Owner Information**

Owner Name: The Estate of James E. McAlister  
 Owner Address: 19606 Coastal Highway  
 City Rehoboth Beach State DE Zip: 19971 Purchase Date: 7/17/00  
 Owner Phone #: (302) 542-1906 Owner e-mail: betty@mannandsons.com

**Agent/Attorney Information**

Agent/Attorney Name: Robert F. McVey Jr  
 Agent/Attorney Address: 19606 Coastal Highway  
 City Rehoboth Beach State DE Zip: 19971  
 Agent/Attorney Phone #: (302) 236-7795 Agent/Attorney e-mail: bobmcvey@mannandsons.com

**Signature of Owner/Agent/Attorney**

*Betty Mann*  
 Executor

Date: 1/2/26



Sussex County, DE - BOA Application

**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.

No

**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.

This parcel can not be developed any further or subdivided.

**3. Not created by the applicant:**

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

The applicant purchased the property on July 17, 2000. The setback violation was created when the Unattached Garage was permitted and built August 19, 1991. Almost 9 years prior to purchase.

**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 Unattached Garage was built in 1991, it has been in place for almost 35 years without effect on the adjacent parcels. There have no negative complaints since purchase in 2000.

**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.

1.4 feet side setback  
10.6 feet rear setback

Sussex County, DE - BOA Application

**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.

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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)

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

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### Check List for Applications

The following shall be submitted with the application

- Completed Application
- Provide a survey of the property (Variance)
  - Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
  - Survey shall show distances from property lines to buildings, stairs, deck, etc.
  - Survey shall be signed and sealed by a Licensed Surveyor.
- Provide a Site Plan or survey of the property (Special Use Exception)
- Provide relevant Application Fee (please refer to fees effective July 1, 2022)
- Provide written response to criteria for Variance or Special Use Exception (may be on a separate document if not enough room on the form)
- Copy of Receipt (staff)
- Optional - Additional information for the Board to consider (ex. photos, letters from neighbors, etc.)
- Please be aware that Public Notice will be sent to property owners within 200 feet of the subject site and County staff will come out to the subject site, take photos and place a sign on the site stating the date and time of the Public Hearing for the application.

*\*Please be advised that the decision of the Board of Adjustment is only final when the written decision is filed with the Board's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application or appeal. Please include the case number when calling about the decision.*

*\*Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.*

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

*[Handwritten Signature]* Date: 01/03/2020

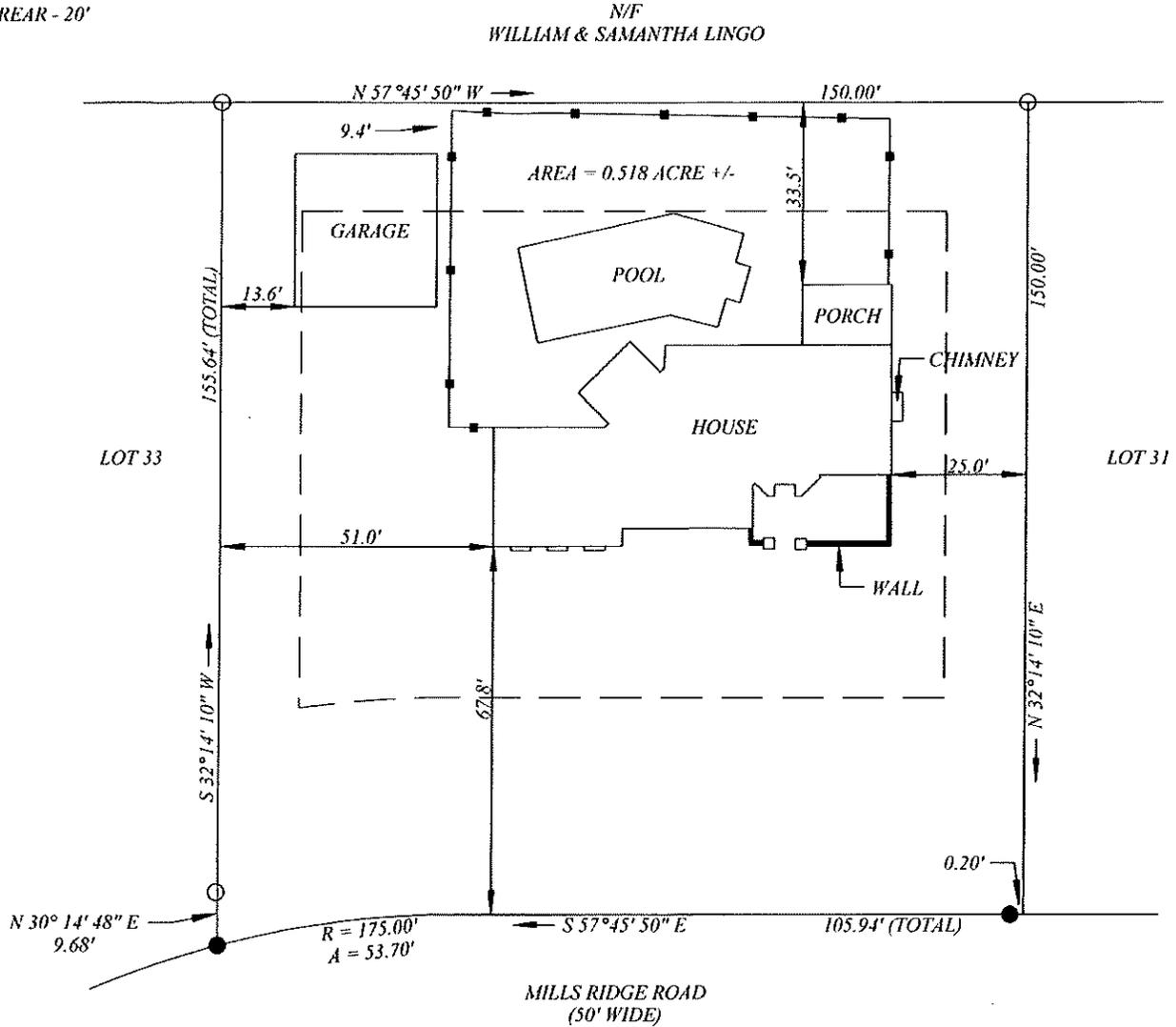
For office use only:

Date Submitted: \_\_\_\_\_ Fee: \_\_\_\_\_ Check #: \_\_\_\_\_  
 Staff accepting application: \_\_\_\_\_ Application & Case #: \_\_\_\_\_  
 Location of property: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot#: \_\_\_\_\_ Block#: \_\_\_\_\_  
 Date of Hearing: \_\_\_\_\_ Decision of Board: \_\_\_\_\_

**BUILDING SETBACKS:**

FRONT - 40'  
 SIDE - 15'  
 REAR - 20'



**LEGEND**

- FOUND IRON PIPE
- FOUND IRON PIN
- METAL FENCE

— — — — — BUILDING SETBACK

ADDRESS: 30830 MILLS RIDGE ROAD

TAX PARCEL #: 334-5.00-608.00

OWNER: ESTATE OF JAMES MCALISTER

I CERTIFY THAT THIS SURVEY WAS PREPARED FOR IDENTIFICATION PURPOSES ONLY FOR THE INDIVIDUALS NOTED BELOW. NO RESPONSIBILITY IS ASSUMED BY THE ENGINEER TO ANY FUTURE LAND OWNERS. I CERTIFY THAT THE IMPROVEMENTS INDICATED HEREON ARE LOCATED AS SHOWN.

*Richard K. Vetter*  
 RICHARD K. VETTER, P.E. #10329

BUYER: KARISSA BORRELLI AND MICHAEL SPENCE

SURVEY BASED ON PHYSICAL EVIDENCE DISCOVERED IN THE FIELD AND A PLOT OF "MALLARD POINT", AS RECORDED IN PLOT BOOK 33, PAGE 143.

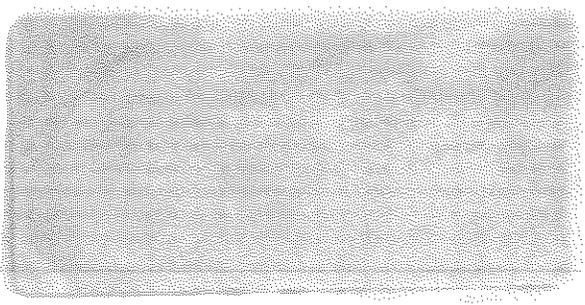
SURVEY PLAN	
LOT 32 - MALLARD POINT	
LEWES & REHOBOTH HUNDRED SUSSEX COUNTY, DELAWARE	
RICHARD K. VETTER, P.E. 307 BAYBERRY DRIVE LEWES, DE 19958	
SCALE: 1" = 30'	12/26/2025



PROPERTY RECORD CARD RESIDENTIAL/TRLR.

CARD \_\_\_\_\_ OF \_\_\_\_\_

DIST. 3-34 MAP 5 PARCEL 608 CONTROL NO. \_\_\_\_\_

ADDRESS		OWNERSHIP RECORD				
LAND IDENTIFICATION 		DATE OF TRANSFER	GRANTEE		REVENUE STAMPS	SALE PRICE

LAND RECORD AND VALUATION SUMMARY							BUILDING PERMIT RECORD		
PROPERTY FACTORS		LAND COMPUTATION					DATE	NUMBER	AMOUNT
IMPROVEMENTS	STREET OR ROAD	DIMENSIONS		UNIT VALUE	FACTORS		ADJ UNIT VALUE	VALUE	
CITY WATER	PAVED	FRONT	DEPTH		DEPTH	OTHER			
SEWER	SEMI-IMPROVED								
GAS	UNIMPROVED								
ELECTRICITY	OTHER								
ALL UTILITIES	SIDEWALK								

ASSESSMENT RECORD		SUMMARY OF VALUES	TOTAL LAND	\$ 300000
LAND \$	LAND \$		TOTAL IMPROVEMENTS	\$ 93900
BLDG \$	BLDG \$		TOTAL APPRAISED VALUE	\$ 123700
TOTAL \$	TOTAL \$			

**H. L. YOH COMPANY**  
A DIVISION OF DAY AND ZIMMERMANN INC  
PHILADELPHIA, PA

61950

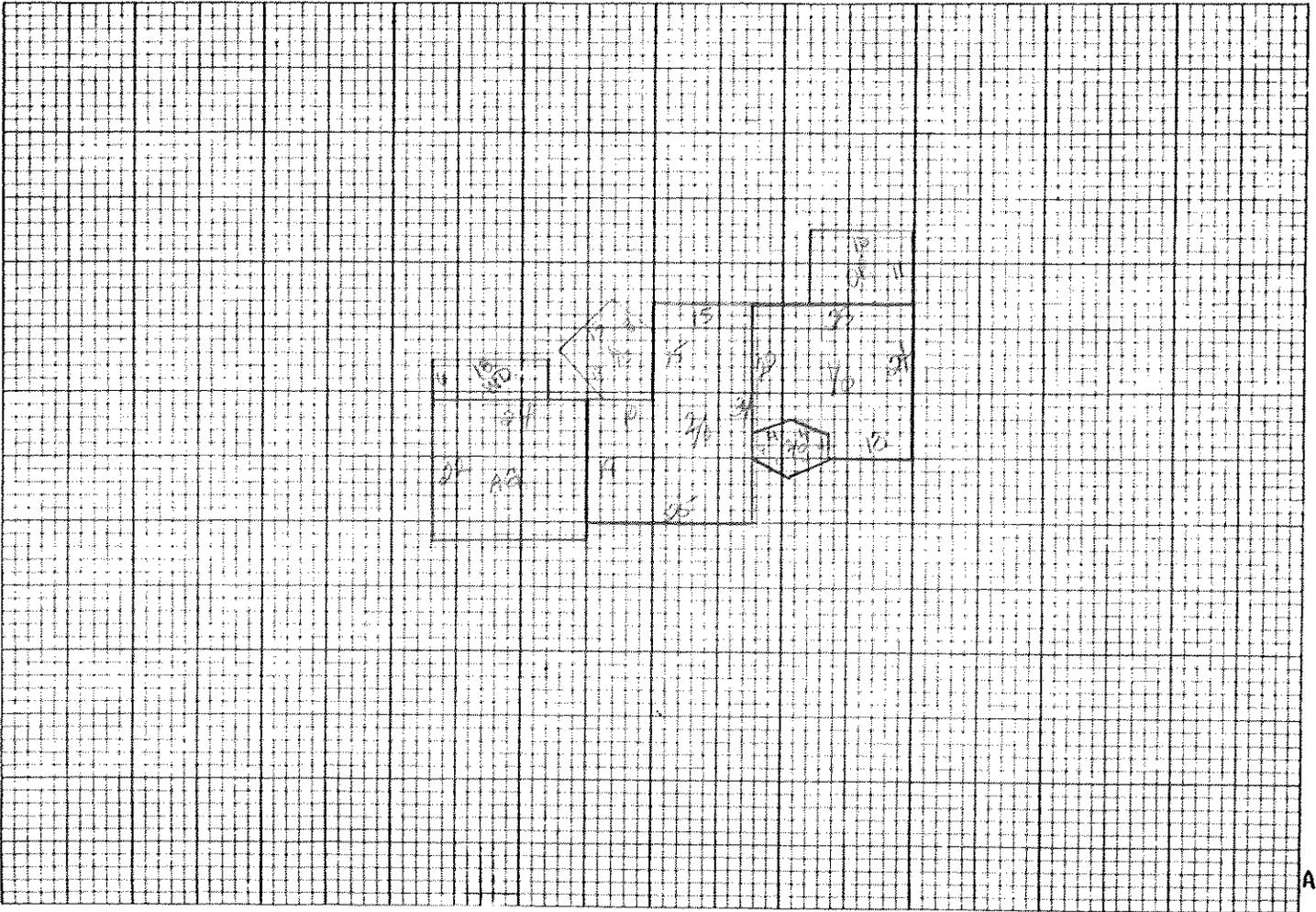
NOTES: 3/20/90 P.P.# 112440 add. ... 5/14/90 P.P.# 113224 add. w.d. ... 7-14-90 P.P.# 124022 add. garage ...

CARD _____ OF _____															
DISI	MAP	PARCEL	TYPE	OCC	GRADE	DIMENSIONS	AREA	WALLS	STORY HT	1/2 STY	ATTIC	UNIT COST	BASE COST		
			X		A77-	X	770	2	7			23.70	17550		
			X			X	540	2	1				14.75	9375	
			X			X	143	1	1					14.25	2014
			X			X									
			X			X									
H. L. YOH CO PHILA., PA.															
TOTAL GROUND AREA							1461						TOTAL BASE COST \$ 28974		
<b>PRINCIPAL BUILDING DESCRIPTION</b>															
MASONRY-1      PIER-2      SLAB-3      FOUNDATION															
NONE-0      1/2-1      1-2      1 1/2-3      2-4      2 1/2-5      3-6      4-7      5-8      BASEMENT															
NONE-0      REC AREA-1      APT-2      % OF BASEMENT      SQ FT      BSMT FINISH															
NONE-0      PIPELESS GHA-1      ELECTRIC-2      PFA-3      STM-HW-4      HEAT SYS															
INDICATE QTY      FIRE PLACE															
3-FIX BATH      2-FIX BATH      SQ FIX      TOTAL FIX      PLUMBING															
NONE-0      1/2-1      1-2      1 1/2-3      2-4      2 1/2-5      3-6      4-7      5-8      CER TILE															
1ST FLOOR      2ND FLOOR      3RD FLOOR      INT FINISH															
NONE      PL      WB      WP      NONE      PL      WB      WP      NONE      PL      WB      WP      WLS-CLG															
DIRT CONC      HW      SW      HW      SW      HW      SW      FLOORS															
NONE-0      HOME POWER UNIT-2      PUBLIC-3      ELECTRICITY															
NONE-0      ONE CAR-1      TWO CAR-2      BLT-IN GAR															
WOOD-1      SHGL-2      ALUM-3      BLK-4      BRK OR STN-5      STUCCO-6      COMP-7      EXT WALLS															
HIP-1      GABLE-2      FLAT-3      MANSARD-4      GAMBREL-5      ROOF TYPE															
WD-COMP-RHGL-1      SLATE-2      METAL-3      TILE-4      ROLL-5      T & G-6      ROOFING															
AREA      SQ FT      INDICATE QTY      1764      PORCH-OPEN															
AREA      SQ FT      INDICATE QTY      1764      PORCH-GLD															
NONE-0      CENTRAL-1      AIR COND															
NONE-0      1 CAR-1      2 CAR-2      500 SQ FT      ATT GAR/CP															
600 SQ FT      UTILITY															
1000      OTHER WD      4.3															
OTHER															
BUILDING SKETCH															
NOTES:															
INDEX TOTALS      106%      1380															
BASE COST \$ 28974      INDEX % \$ 30494      INDEX PTS \$ 44374      X GRADE FACTOR 147%      REPLACEMENT COST															
ACTUAL AGE      YRS      EFF AGE      YRS      PHYS COND      GOOD      FAIR      POOR      PER CENT GOOD      75%      27416															
OBsolescence FUNC      %      OV RIMP      %      UND RIMP      %      OTHER ECON      %      NET COND      %      DEPRECIATED BLDG VALUE      85667															
<b>ACCESSORY BUILDINGS</b>															
CODE	BURDING NAME	EXT WALL	GRADE	FLOOR	STY HT	LGTH	WIDTH	AREA	DIA	HGT	UNIT COST	REPL COST	COND	% GOOD	DEPRECIATED VALUE
	Swimming Pool	C	A	C	1	16	30	510			8.00	4396	G	98	4014
	Garage	W	A	C	1	36	22	792			5.88	4380	G	98	4194
<b>TRAILERS</b>															
OCCUPANCY TRAILER	NAME	YEAR	SIZE	COLOR	MODEL NO	SERIAL NO	REP VAL	PHYS DEPR	SOUND VAL						
										TOTAL TRAILERS VALUE \$					
INSPECTED BY										CHECKED BY		APPROVED BY			
												TOTAL ACCESSORY BLDGS VALUE \$ 8508			
												TOTAL BLDGS VALUE \$ 93875			

MAP \_\_\_\_\_ DIST. \_\_\_\_\_ BLOCK \_\_\_\_\_ PARCEL \_\_\_\_\_

COMM./SKETCH

PROPERTY ADDRESS \_\_\_\_\_ BLDG. NO. \_\_\_\_\_



A-20

REASSESSMENT DIVISION

6/18/87

ACTION CODE: 2

MR.

DISTRICT: 3-34 MAP: 5 PARCEL: 608 TRLR/UNIT:

NAME: Campbell

ADDRESS:

PROPERTY DESCRIPTION:

w/imp.

ACREAGE:

TRANSFER:

LAND CLASS: RS

OLD VALUE: 30000

LAND VALUE: 30000

IMP VALUE: 84800

TOTAL VALUE: 114800

ADP  
6/19/87

ACTION REASON: B.P.# 92496 add dwelling

BILLING:  A.B. for diff

OC  
6/30

REASSESSMENT DIVISION

ACTION CODE: 1

10-29-85

WORKED BY: ml

DISTRICT: 3-34 MAP: 5 PARCEL: 608 TRL UNITS:

NAME: Mallard Point Partnership

ADDRESS: 107 West Market St.  
Georgetown, De. 19947

PROPERTY DESCRIPTION: Mallard Point  
Lot 32  
150.48' x 155.64' (apd)

ACREAGE:

TRANSFER: LAND CLASS: RV

OLD VALUE:

LAND VALUE: 1500

IMP. VALUE:

TOTAL VALUE: 1500

ACTION REASON: Create subdivision fr. 5-1 per work request

BILLING: 86

PARID: 334-5.00-608.00  
 MCALISTER JAMES

30830 MILLS RIDGE RD

Property Information

Property Location: 30830 MILLS RIDGE RD  
 Unit:  
 City: LEWES  
 State: DE  
 Zip: 19958  
  
 Class: R-Residential  
 Use Code (LUC): 101-Single Family Dwelling  
 Town: 00-None  
 Tax District: 334 - LEWES REHOBOTH  
 School District: 6 - CAPE HENLOPEN  
 Fire District: 82-Lewes  
 Deeded Acres: .5337  
 Frontage: 150  
 Depth: 155.000  
 Irr Lot: I  
 Plot Book Page: /PB  
  
 100% Land Value: \$171,700  
 100% Improvement Value: \$334,100  
 100% Total Value: \$505,800

Legal

Legal Description: MALLARD POINT  
 LOT 32

Owners

Owner	Co-owner	Address	City	State	Zip
MCALISTER JAMES		30830 MILLS RIDGE RD	LEWES	DE	19958

Sales

Sale Date	Book/Page	Sale Price	Stamp Value	Parcels Sold	Grantee/Buyer
07/15/2000	3843/314	\$375,000.00	\$5,625.00	0	
07/26/1989	/	\$233,500.00	\$4,670.00	0	
12/04/1986	/	\$43,000.00	\$860.00	0	

Owner History

Tax Year:	Owner:	Co-owner	Address:	City:	State:	Zip:	Deed Book/Page:
2025	MCALISTER JAMES		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2024	MCALISTER JAMES		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2023	MCALISTER JAMES		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2022	MCALISTER JAMES		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2021	MCALISTER JAMES		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2020	MCALISTER JAMES		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2019	MCALISTER JAMES		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2018	MCALISTER JAMES		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2017	MCALISTER JAMES		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2017	ROWLEY ORVILLE C JR		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2017	MCALISTER JAMES		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2012	ROWLEY ORVILLE C JR		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2012	ROWLEY ORVILLE C JR		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2012	ROWLEY ORVILLE C JR		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2011	ROWLEY ORVILLE C JR		30830 MILLS RIDGE RD	LEWES	DE	19958	3843/314
2006	ROWLEY ORVILLE C		32 MILLS RIDGE RD	LEWES	DE	19958	2503/332
2001	ROWLEY ORVILLE C		32 MALLARD PT	LEWES	DE	19958	2503/332
1900	MALLARD POINT PARTNERSHIP					0	1663/48

1900	CAMPBELL ROBERT RICK MEGHAN	0	1459/165
1900	MALLARD POINT PARTNERSHIP	0	1374/239
1900	UNKNOWN	0	1374/219
1900	MALLARD POINT PARTNERSHIP	0	1353/241
1900	GLOVIER	0	0/0

Land

Line	Class	Land Use Code	Act Front	Depth	Calculated Acres	Ag
1		01	150	155	.5337	N

Land Summary

Line	1
100% Land Value	171,680

Residential

Card	1
Class	
Style	CONVENTIONAL
Year Built	1987
Occupancy	1
Stories	2.00
Basement	3-CRAWL
Heating	6 - HEAT PUMP
Heat AC	5 - CENTRAL AIR CONDITIONING
Exterior Wall	02-BRICK
Width	
Depth/Length	
Color	
Description	
MH Permit #	
MH Serial #	

Additions

Card #	Addition #	Area
1	0	700
1	1	498
1	2	169
1	3	32
1	4	528
1	5	192
1	6	68

Addition Details

1 of 7

Card #	1
Addition #	0
Lower	-
First	-
Second	-
Third	-
Area	700

Outbuildings

Card	Line #	Code	Width	Length	Diameter	Area
1	1	RP2-PREFABRICATED VINYL POOL				512
1	2	RG1-FRAME OR CB DETACHED GARAGE	26	28		728

100% Values

100% Land Value	\$171,700	100% Improv Value	\$334,100	100% Total Value	\$505,800
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## 50% Values

## Permit Details

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Permit Date:	Permit #:	Amount:	Note 1
19-AUG-1991	79172-4	\$18,000	UNATTACHED GARAGE-MALLARD POINT LOT 32
29-MAR-1990	79172-3	\$500	DECK & STEPS-MALLARD POINTLOT 32
21-FEB-1990	79172-2	\$17,000	2ND.STORY GARAGE ADD-MALLARD POINTLOT 32
12-JAN-1987	79172-1	\$151,994	DWELLINGW/GARAGE-MALLARD PT.LOT 32

our ~~LOKI~~ one thousand nine hundred and eighty-five

BETWEEN, MALLARD POINT PARTNERSHIP, a Delaware General Partnership,  
of 107 West Market Street, Georgetown, Delaware 19947, party of the first  
part,

A N D

KATHARINE D. CANNON, single woman, of Bridgeville, Sussex County, Delaware,  
party of the second part,

**Witnesseth,** That the said party of the first part, for and in consideration of the  
sum of ONE DOLLAR (\$1.00) and other good and valuable consideration  
lawful money of the United States  
of America, the receipt whereof is hereby acknowledged, hereby grants and conveys  
unto the said party of the second part, her heirs and assigns forever,

**ALL** THAT certain tract, piece, parcel  
and subdivision of land lying and being in Lewes and Rehoboth Hundred, Sussex  
County, Delaware, situate on the westerly side of County Road 265, consisting  
of 38.7 acres of land, more or less, which has been subdivided into streets,  
roads, common areas, and 58 residential building lots, more particularly shown  
and delineated upon a survey and plot thereof prepared by Charles D. Murphy,  
Registered Land Surveyor, dated July 9, 1985, which is now of record  
in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown,  
Delaware, in Plot Book 33, Page 143.

THE ABOVEDESCRIBED subdivision is being conveyed subject to the restrictions  
of record in the Office of the Recorder of Deeds, in and for Sussex County,  
at Georgetown, Delaware, in Deed Book 1313, Page 132, &c., and subject to  
those restrictions, conditions, covenants, agreements, easements, reservations,  
charges, etc., of Mallard Point, a copy of which is attached hereto and specifically  
made a part hereof and incorporated herein by reference as Exhibit "A"; said  
restrictions to run with the land and be binding upon all lot owners in Mallard  
Point Subdivision as well as their heirs, executors, administrators and assigns.

GRANTED HERewith is a perpetual easement of ingress, egress and regress  
over the roads and streets of Mallard Point to Eugene H. Bayard and Diana  
L. Bayard, his wife, their heirs and assigns, for the benefit of property  
presently owned by them contiguous to Mallard Point.

THE STREETS AND ROADS in Mallard Point are private streets and roads and are not maintained by the State.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed by its General Partners the day and year first abovewritten.

MALLARD POINT PARTNERSHIP

By: RBJ, INC.,  
General Partner

By: [Signature]  
Richard B. Judge, President

Att: [Signature]  
D. Dale Jenkins, Secretary

(CORPORATE SEAL)

By: HARRINGTON INVESTMENTS, LTD.  
General Partner

By: [Signature]  
Norris P. Wright, President

Att: [Signature]  
Lucinda C. Wright, Secretary

(CORPORATE SEAL)

STATE OF DELAWARE:  
: SS.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this 1<sup>st</sup> day of November, A.D. 1985, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, RICHARD B. JUDGE, President of RBJ, INC., a Delaware corporation, General Partner of MALLARD POINT PARTNERSHIP, a Delaware general partnership, party to the foregoing Indenture, known to me personally to be such, and acknowledged said Indenture to be his act and deed and the act and deed of the said corporation; that the signature of the President thereto is in his own proper handwriting; that the seal affixed is the common and corporate seal of said corporation, duly affixed by its authority; and that his act of signing, sealing, acknowledging and delivering said Indenture was first duly authorized by resolution of the Board of Directors of said corporation.

GIVEN under my hand and seal of office, the day and year aforesaid.

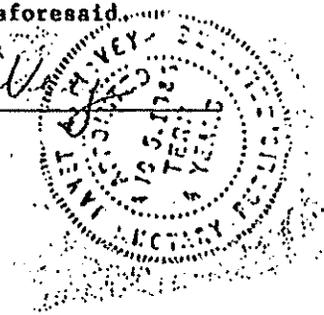
[Signature]  
Notary Public

NEW CASTLE

BE IT REMEMBERED, That on this 25<sup>th</sup> day of October, A.D. 1985, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid; NORRIS P. WRIGHT, President of HARRINGTON INVESTMENTS, LTD., a Delaware corporation, General Partner of MALLARD POINT PARTNERSHIP, a Delaware general partnership, party to the foregoing Indenture, known to me personally to be such, and acknowledged said Indenture to be his act and deed and the act and deed of the said corporation; that the signature of the President thereto is in his own proper handwriting; that the seal affixed is the common and corporate seal of said corporation, duly affixed by its authority; and that his act of signing, sealing, acknowledging and delivering said Indenture was first duly authorized by resolution of the Board of Directors of said corporation.

GIVEN under my hand and seal of office, the day and year aforesaid.

Janet A. Mc...  
Notary Public



MALLARD POINT

**Restrictions, Conditions, Covenants, Agreements,  
Easements, Reservations, Charges, Etc.**

Mallard Point is to be an area of quiet enjoyment. The architectural style of its homes, and the landscaping which accompanies them, shall complement each other, together with the natural topography within which they reside. To the extent possible, Mallard Point will guide this new company of homes and homeowners to become the most pleasant and distinctive on the Pond.

With these goals in mind, an architectural review committee shall be empowered to guide Mallard Point in continuity and architectural style. A set of restrictive covenants shall form the parameters within which this committee shall base its determinations.

As each lot has its own character, given the settings of mature trees and boundary configurations of multiple dimensions, it is the intention of this architectural review committee to harmonize each lot within itself and with its community. No building shall be a nuisance to its neighbor nor styled or set in such a way as to depreciate adjacent property values.

All restrictions shall be interpreted as liberally as is practical for all concerned and known by all to be in the interest of the majority.

ARTICLE I

No building, structure, fence, wall, dock, bulkhead, seawall, swimming pool, tennis court or other erection or improvement of any kind 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 a 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, approximate cost of such building, structure or other

Improved, shall have been submitted to and approved in writing by the party of the first part herein, its successors, assigns, or its Architectural Review Committee provided for in this Article, and until a copy of all such plans and specifications, finally approved as aforesaid, shall be lodged permanently with the party of the first part, its successors, assigns, or said Architectural Review Committee, if any, provided that nothing herein contained shall require the aforesaid approval as to matters of interior decoration. The party of the first part, its successors, assigns, or said 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 or any other reason, and in so passing upon such plans and specifications, or grading and landscaping plans or changes, the party of the first part, 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.

The party of the first part, 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 plan for said dwelling and do not violate these restrictions.

Such plans and specifications shall include a septic tank, and no such plans and specifications shall be approved until such septic tank and the location thereof shall be approved by the party of the first part, its successors or assigns, or said Architectural Review Committee, and shall also be of a type and size approved by the Department of Natural Resources and Environmental Control of The State of Delaware for homes within this

development. Every dwelling or other building erected upon any of the lands hereby conveyed shall be equipped with such septic tank before occupancy of any such dwelling. This provision shall continue until such time as sewer connections are available, if ever.

No seawall or bulkhead shall be erected or constructed by any lot owner except after first obtaining the written approval of the construction plans and construction materials of the seawall or bulkhead by the party of the first part, its successors or assigns, or the Architectural Review Committee.

Boat mooring posts shall be constructed only in accordance with plans and specifications therefor, approved in writing by the party of the first part, its successors or assigns, or the Architectural Review Committee. No boathouse shall be constructed on or adjacent to any of the waterfront lots nor shall any boat canal be dug or excavated into any waterfront lot without the same being approved by the party of the first part, its successors or assigns, or the Architectural Review Committee, as to location, design, height or other specifications which have been requested by the party of the first part, its successors or assigns, or the Architectural Review Committee, and the latter shall have the express right to refuse the construction thereof on any ground whatsoever. No vessel or boat shall be anchored offshore in any of the waterways within or adjacent to the development so that the same shall interfere with navigation.

No lot shall be increased in size by filling in the water it abuts, nor shall any waterway shown on the plot of the development be filled in for any other purpose. The elevation of a lot will not be changed so as to materially affect the surface elevation or natural drainage of surrounding lots.

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 party of the first part, its successors or assigns, or the Architectural Review Committee. No boundary wall, boundary line hedge, or

part, its successors or assigns, or the Architectural Review Committee. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property.

Each lot owner shall provide space for parking two (2) automobiles off the streets and roads of Mallard Point prior to the occupancy of any dwelling constructed on any such lot and continuously thereafter. All commercial vehicles, boats and boat trailers, including those vehicles owned or used by owners, shall be housed out of view of the roadway. No disabled vehicle will be allowed to remain in view as a nuisance, nor shall any unlicensed vehicle be allowed to remain more than a reasonable period of time, not to exceed 15 days.

Once the construction of any building has been commenced in Mallard Point, such construction shall proceed without delay until the same is completed, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities. Cessation of work upon the construction or demolition of any building once started and before completion thereof for a continuous period of sixty (60) days shall be prima facie evidence of an intent to abandon the same in its partially completed or demolished state and shall be deemed to be a public and a private nuisance. The party of the first part shall have the power to demand an injunction from the Court of Chancery of The State of Delaware compelling completion or demolition within sixty (60) days.

No building or structure, nor any part thereof, including garages and porches, shall be erected upon or extended within 40 feet of any abutting street, road, drive, lane or way, or if the building or structure is erected at the intersection of two or more streets, roads, drives, lanes or ways, neither said building or structure nor any part thereof shall be within 40 feet of such abutting line of each such street, road, lane, drive or way, as the case may be.

No building or structure, nor any part thereof, including garages and porches, shall be erected upon or extended within 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 20 feet of any rear boundary line or buffer zone shown on the plot of the development, nor shall any building or structure, nor any part thereof, including garages and porches, be erected upon or extended within 40 feet of any waterway.

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, in and for Sussex County, at Georgetown, Delaware, except as the same may be supplemented from time to time by a revised plot bearing the approval of the party of the first part, its successors or assigns, and also of record in the Office of the Recorder of Deeds, aforesaid.

In order to insure the development and maintenance of Mallard Point as a residential development of the highest standards, there shall be a Mallard Point Architectural Review Committee, whose initial members shall be Mallard Point Partnership. The initial members shall serve until such time as they designate their successors. The Committee's address is Mallard Point Partnership, c/o R. Judge and D. Jenkins, 38 Rehoboth Avenue, Rehoboth Beach, Delaware 19971. Said Committee is hereby vested with the power to control all buildings, structures, or improvements to be placed upon any lot or other lands area within Mallard Point.

The party of the first part, its successors or assigns, shall have the power, in its or their discretion, at any time or times hereafter, to create an Architectural Review Committee composed of three members, 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 party of the first

to, leased to or occupied by a group of persons unless that group comprises a single family. A private garage, with or without an apartment, may be erected but 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 I hereof. No one shall reside on any lot, either casually, temporarily or permanently, except in a dwelling house, and no building shall be moved upon any lot or lots without first obtaining the written approval of the party of the first part, its successors or assigns, or the Architectural Review Committee, nor shall any recreational vehicle, camper and the like be temporarily placed on any lot or street. No lot owner shall store materials on or make use of any other owner's lot without first obtaining permission from the lot owner whose lot is being used.

### ARTICLE III

#### 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 shall any animals other than commonly recognized domestic pets be housed or kept, nor shall any form of business be maintained or kept on said lands; nor shall any owner of these lands permit the accumulation of wild growth, underbrush, noxious weeds, logs, fallen trees, litter, new or old building materials (other than for immediate use), or other trash upon said lands, thereby creating any unsightly, unsanitary or unsafe condition. The party of the first part, its successors or assigns, or the Architectural Review Committee, may first notify the owner or occupier of a lot in violation of this restriction to cut and/or

remove the same within thirty (30) days from the giving of such notice. Any such notice must be in writing. If the owner or occupier shall fail or neglect to comply with any such notice, the party of the first part, its successors or assigns, or the Architectural Review Committee, shall be empowered to enter upon any such numbered lot, together with such assistants and equipment as may be required, and thereupon to cut and/or remove the same, all without being deemed a trespass, and all at the expense of the owner or occupier of said lot.

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 the party of the first part, its successors or assigns, or the Architectural Review Committee. Mallard Point Partnership reserves the right to display signs for marketing the initial stages of development.

Each lot owner at Mallard Point shall provide receptacles for garbage in a screened area not visible from any street or provide underground garbage receptacles or similar facility. No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling or within an accessory building or buried underground.

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 party of the first part, its successors or assigns, or the Architectural Review Committee, 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.

#### ARTICLE IV

##### Option to Repurchase

In the event the owner of any lot in Mallard Point desires to sell the same, together with its buildings and improvements, if any, then the Owner shall first submit to written approval of the Architectural Review Committee.

the name and address of the prospective purchaser thereof, the amount of the proposed purchase price therefor, the terms and conditions of payment of the proposed purchase price thereof, together with a prior offer unto Mallard Point Partnership or its successors to sell and convey the same to it at the same price and on the same terms and conditions. Thereupon Mallard Point Partnership or its successors shall have thirty (30) days from and after its receipt of such prior offer within which to exercise its prior option to purchase such lot, together with its buildings and improvements, if any, at the same price and upon the same terms and conditions. Should Mallard Point Partnership or its successors fail or refuse within such thirty (30) days after receipt of such written notice of the prospective purchaser, price and terms to exercise its option to purchase such property at the offered price and in accord with the terms and conditions, then the owner of said property shall have the full and free right to sell the same unto the prospective purchaser named in the notice under the same terms and conditions presented to Mallard Point Partnership, its successors or assigns, SUBJECT, ALWAYS, to all the restrictive covenants, reservations and remedial clauses herein contained.

#### ARTICLE V

##### Use of Roads and Waterways

All streets and roads shown on the plot of Mallard Point are hereby dedicated for the use of the property owners. Each such property owner, by the acceptance of the conveyance of a lot or lots in Mallard Point, hereby agrees to assume the responsibility of maintaining, repairing and replacing all streets and roads in Mallard Point. This responsibility shall be shared equally by every lot having access off of such streets and roads and shall be binding on the property owners, their heirs and assigns. All deeds to lots in Mallard Point shall comply with 9 Del. C. §9623 by containing a statement that such private streets and roads are not maintained by the State.

The party of the first part hereby gives and grants to the party of the second part, his heirs, executors, administrators and 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 party of the first part, its successors and assigns, of free and uninterrupted use of the roads and waterways and any other ways hereafter laid out and opened in or through 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 party of the first part, 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 party of the first part 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.

The party of the first part, for itself, its successors and assigns, reserves the right, in the interest of the health, comfort, rest and welfare of the owners and occupants of lots within the area herein conveyed, 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. The party of the first part, its successors or assigns, reserves the right at any and all times to exclude, expel and remove all such nuisances, obstructions, vehicles or persons upon whom no privilege for the use of the ways is conferred by this deed or by written permission of the party of the

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 passage to lot owners.

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

No public or private way, road, lane, alley or other thoroughfare, except the ways laid out on said plot, as recorded in the Office of the Recorder of Deeds; aforesaid, or any revision thereof or change therein recorded for the use of the lot owners, shall be opened or used over, across or upon any of the lots hereby conveyed by the party of the second part, his heirs and assigns, save only with the written consent of the party of the first part, 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 the party of the second part, his heirs or assigns, for purposes of ingress, egress or passage over, upon or across any of said lots, save upon similar consent of the party of the first part.

The party of the first part expressly reserves unto itself, its successors and assigns, the exclusive right to grade, re-grade, change the location of, close or partly close any way or means of ingress, egress and passage, provided such alterations shall not materially interfere with the foregoing right of convenient ingress, egress and passage to or from any lot and shall not take any portion of any lot sold or conveyed by the party of the

second part, or his successors in interest and title, before such change of location or closing. If the permission of the party of the first part, its successors or assigns, has been secured, nothing contained in this deed shall prevent the installation of any utilities and drains in, on, over or under any way or means of ingress, egress and passage in the area herein conveyed.

Nothing contained in this deed shall be construed to obligate the party of the first part, its successors or assigns, to construct, build or otherwise provide improved surfaces for any of said ways or means of ingress, egress and passage in the area herein conveyed except for the original construction as set forth on the plot of record. The party of the first part shall not be responsible for the construction and maintenance of lagoons or other waterways.

Nothing contained in this deed shall impose upon the party of the first part, its successors or assigns, or upon the party of the second part, his heirs 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 in this deed, and all persons using such ways and/or easements shall do so at their own risk and without liability on the party of the party of the first part and/or the party of the second part, their successors, legal representatives, heirs, devisees or assigns, respectively.

The party of the first part 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; pipelines 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. The party of the first part, its agents, employees, successors and assigns (and, with the permission of the party of the first part, its successors

or assigns), the representatives of utility companies, private or quasi-public, and the representative 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 either the party of the first part and/or the party of the second part, their successors, heirs, devisees or personal representatives, respectively, to construct, maintain or provide any utilities.

The party of the first part, for itself, its successors and assigns, expressly reserves the right to assign or transfer, in whole or in part, any open space or unnumbered lot, and 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.

#### ARTICLE VI

##### Organization and Operation of Property Owners' Association

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

All persons purchasing property (exclusive of the party of the first part) within the area herein conveyed, by acceptance of their deeds, agree to the formation of the said Mallard Point Homeowners Association and further agree to become members thereof and pay their pro rata share of the funds

numbered lots situate in Mallard Point.

In the event any party to the instrument of writing to which these restrictions are attached or to which they may apply, or his, her or its heirs, successors or assigns, as the case may be, shall violate or attempt to violate any of the foregoing restrictive covenants or reservations, including the failure to pay any assessment within sixty (60) days after its due date, while the same remain in force and effect, or in the event any owner or occupier or other person shall violate or attempt to violate any of the same, then and in such an event it shall be lawful for any other person or persons owning legal interest in any numbered lot located in Mallard Point, or for Mallard Point Homeowners Association or Mallard Point Architectural Review Committee, or their successors, to bring any proceeding or take any action, either in law or in equity, against such violator of any of the foregoing restrictive covenants or reservations as may be applicable to prevent or abate the violation thereof or to recover damages resulting from any such violation or attempted violation thereof. All legal fees and Courts costs incurred in any action brought by the Mallard Point Architectural Review Committee or Mallard Point Homeowners Association, or their successors, to enforce these restrictions or to collect any assessments shall be paid by the defendant.

Nothing contained in these restrictive covenants, nor in any instrument of writing to which the same may be attached, nor any actions taken pursuant thereto, shall be construed in any manner so as to impose upon the party of the first part, its successors or assigns, or the Architectural Review Committee or Mallard Point Homeowners Association, or their successors or assigns, any liability whatsoever for or by reason, of the use of any of the streets, roads, entranceways, waters, or any of them, in or adjacent to Mallard Point, or the enforcement of these restrictive covenants, any actions taken pursuant to these restrictive covenants or any other actions or failure to act hereunder. Any and all persons using any such streets, roads, entranceways, waters, or any of them, shall do so at their own risk and

without liability whatsoever on the part of Mallard Point Architectural Review Committee or Mallard Point Homeowners Association, their successors or assigns, as the case may be.

The word "Developer" as used herein means Mallard Point Partnership, its successors and assigns.

The invalidating of any one of the foregoing restrictive covenants, reservations or remedial clauses, or any of the provisions thereof, by any court of competent jurisdiction shall in no wise affect or impair the full force and effect of all other restrictive covenants, reservations and remedial clauses, nor any of the provisions thereof, as are not expressly invalidated thereby shall remain in full force and effect.

RECEIVED  
MARY ANN HAMMOND  
1985 NOV -1 PM 3:24  
RECORDER OF DEEDS  
SUSSEX COUNTY

MALLARD POINT HOMEOWNER ASSOCIATION

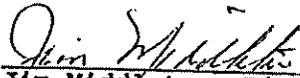
REGULATION AGAINST BURNING

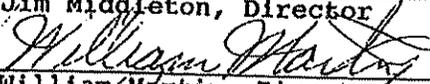
The Mallard Point Homeowners' Association, Inc., by and through its Directors, upon the unanimous recommendation of the members of the Architectural Review Committee and pursuant to Article V of the Mallard Point Restrictions, Conditions, Covenants, Agreements, Easements, Reservations, Charges, etc., which state in pertinent part:

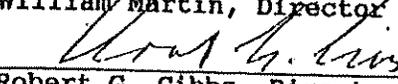
"The party of the first part, for itself, its successors or assigns, reserves the right to promulgate and establish regulations against bonfires, campfires, setting fire to brush or other planting, burning of leaves and rubbish, and other fires within the area hereby conveyed.";

hereby establish this Regulation against all burning of any sort, including but not limited to, bonfires, campfires, brush fires, the burning of leaves and rubbish and any other fires within Mallard Point.

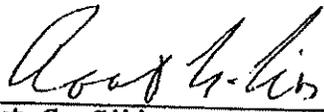
This Regulation is adopted by the unanimous consent of the Directors.

  
 \_\_\_\_\_  
 Jim Middleton, Director

  
 \_\_\_\_\_  
 William Martin, Director

  
 \_\_\_\_\_  
 Robert G. Gibbs, Director

The foregoing consent to action was filed by me on January 27, 1993, with the minutes of the proceedings of the Board of Directors.

  
 \_\_\_\_\_  
 Robert G. Gibbs, Secretary

MALLARD POINT HOMEOWNERS' ASSOCIATION, INC.

RULE FOR COLLECTION OF ASSESSMENTS

Annual assessments are due April 1 of each year. Members will have until June 1 of each year to pay the annual assessment without being considered delinquent. Any assessment not received by the Treasurer of the Association on or before June 1 will be automatically subject to interest at a rate of 1 1/2% per month, or 18% per annum, from and after June 1 of each year until paid.

Notice of the overdue assessment and interest thereon may be sent to members at any time thereafter, which notice shall include a statement that in the event payment of the assessment and accrued interest is not received by the Treasurer of the Association within thirty (30) days of the date of such notice, then the Association may take whatever action as may be lawfully allowable to collect or cause the collection of an assessment, including the institution of suit therefor, and shall be entitled to recover costs and reasonable attorneys' fees in addition to the amount of the assessment.

Sussex County Government  
Treasury  
2 The Circle, PO Box 601  
Georgetown, DE 19947

01/05/2026 09:25AM Lindsay B  
Receipt number: 33030895-0029 001273527

PERMITS / INSPECTIONS  
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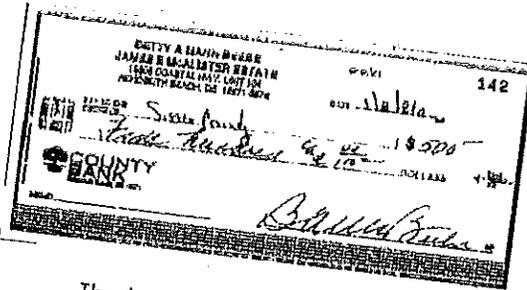
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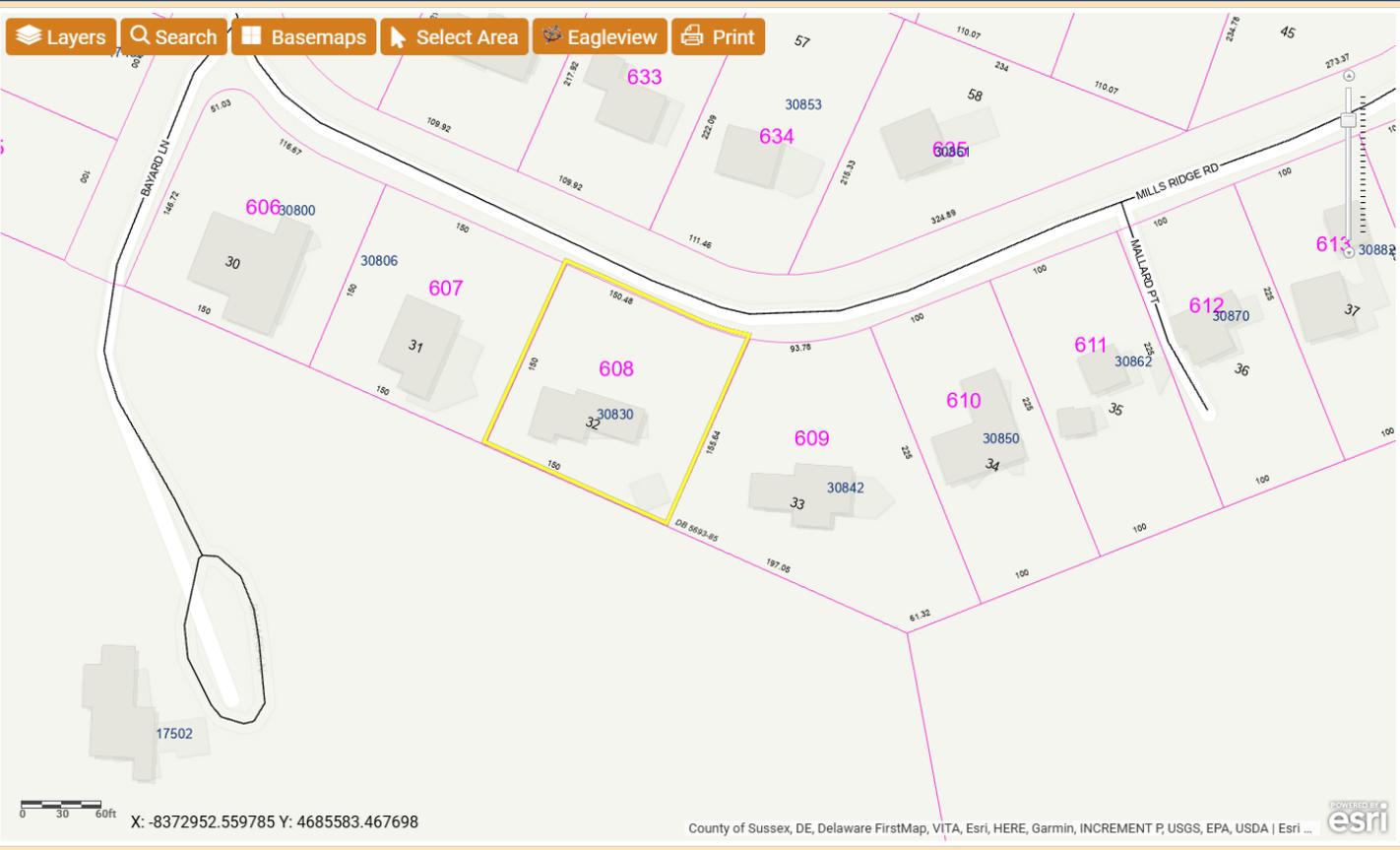
Paid by: Betty A Mann-Beebe



Thank you for your payment.

CUSTOMER COPY

Layers Search Basemaps Select Area Eagleview Print



Eagleview Search Results

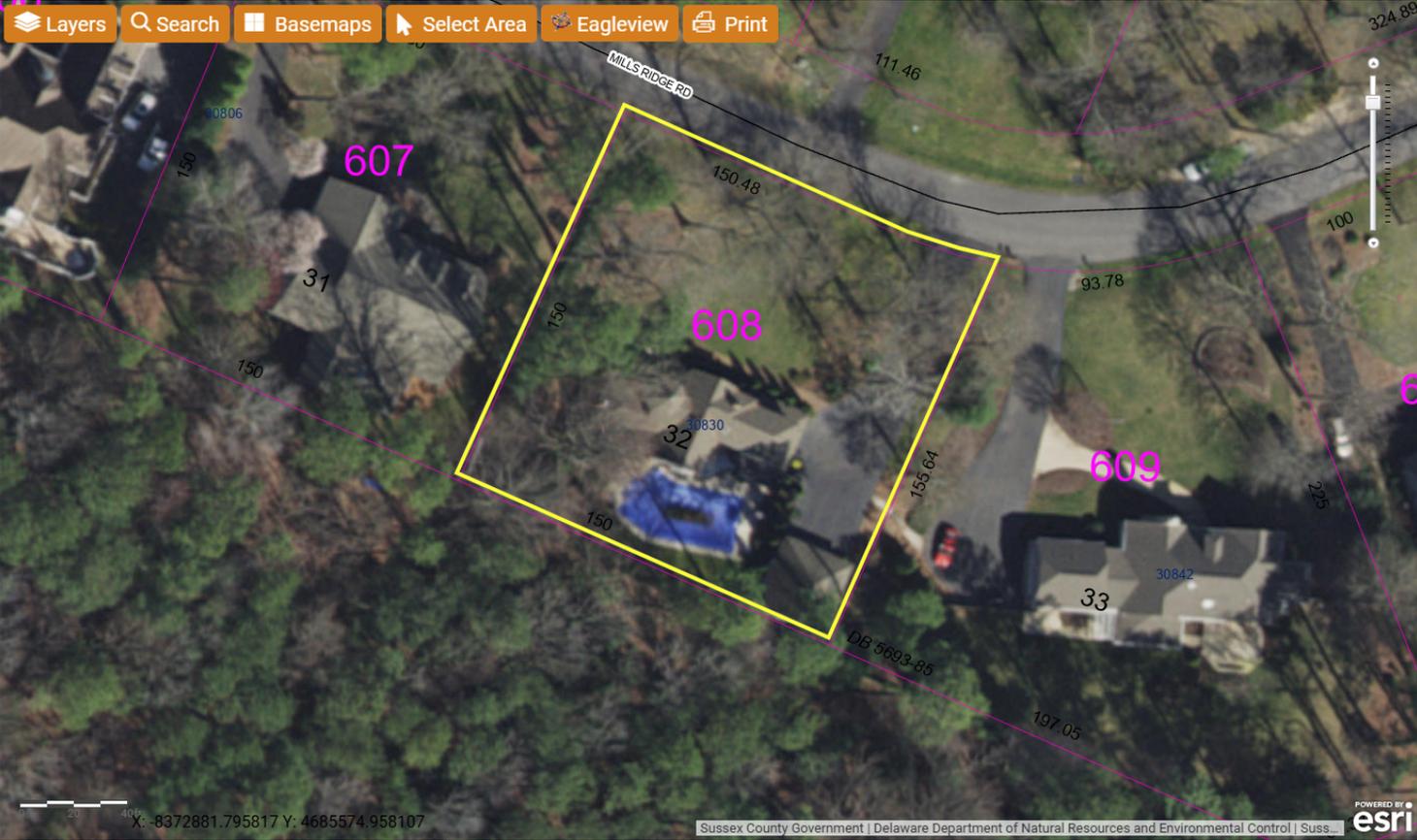
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▼ 1) 334-5.00-608.00 Zoom

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STATE	DE
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DESCRIPTION3	
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Selected Features (1)  
Clear Selected

Layers Search Basemaps Select Area Eagleview Print



Eagleview Search Results

Selected Features: Parcels (1)

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APRBLDG	334100
APRLAND	171700
PINWASSEMUNIT	334-5.00-608.00
PIN	334-5.00-608.00

Navigation icons: back, forward, home, search, refresh, etc.

Selected Features (1)

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Workspaces

Search [X]

Search by SUSSEXPARCELS

334-5.00-608.00 [Q]

Search results (1) Options

334-5.00-608.00



Case # 13165  
Hearing Date 02-23-2026  
262600483

### 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)  
\_\_\_\_\_  
\_\_\_\_\_

**Site Address of Variance/Special Use Exception:**

20077 Atlantic Ave, Rehoboth Beach, DE 19971

**Variance/Special Use Exception/Appeal Requested:**

On the right side of the proposed home where 1) the AC is 11.0 from the neighboring deck and 2) 12.7' from the dwelling on lot F101; And 3) proposed home is 13.5' from same dwelling on F101. On the left side of the proposed home/shed where 4) the shed is 12.8' from the neighboring home and 5) 12.7 from neighboring back stairs on lot F97. 6) Where the proposed home is 18.7' from same back stairs. And, where the proposed stairs are 7) 17.9' and 8) 18.0' from the dwelling on lot F97.

**Tax Map #:** 334-13.00-310.00-306g

**Property Zoning:** AR-2

**Applicant Information**

Applicant Name: Sea Air Village- Agent Aimee Bennett  
Applicant Address: 19837 Sea Air Ave  
City Rehoboth Beach State DE Zip: 19971  
Applicant Phone #: (302) 227-8118 Applicant e-mail: abennett2@suncommunities.com

**Owner Information**

Owner Name: Sea Breeze LP DBA Sea Air Village  
Owner Address: 19837 Sea Air Ave  
City Rehoboth Beach State DE Zip: 19971 Purchase Date: \_\_\_\_\_  
Owner Phone #: 3022278118 Owner e-mail: abennett2@suncommunities.com

**Agent/Attorney Information**

Agent/Attorney Name: Aimee Bennett  
Agent/Attorney Address: 19837 Sea Air Ave  
City Rehoboth Beach State DE Zip: 19971  
Agent/Attorney Phone #: (302) 227-8118 Agent/Attorney e-mail: abennett2@suncommunities.com

**Signature of Owner/Agent/Attorney**

Aimee Bennett

Date: 1/12/26



Sussex County, DE - BOA Application

**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

---

Sussex County, DE - BOA Application

**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.

---

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)

---

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

---

Sussex County, DE - BOA Application

### Check List for Applications

The following shall be submitted with the application

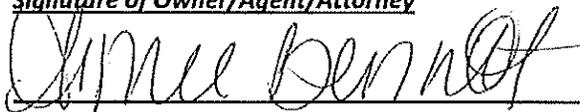
- Completed Application
- Provide a survey of the property (Variance)
  - Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
  - Survey shall show distances from property lines to buildings, stairs, deck, etc.
  - Survey shall be signed and sealed by a Licensed Surveyor.
- Provide a Site Plan or survey of the property (Special Use Exception)
- Provide relevant Application Fee (please refer to fees effective July 1, 2022)
- Provide written response to criteria for Variance or Special Use Exception (may be on a separate document if not enough room on the form)
- Copy of Receipt (staff)
- Optional - Additional information for the Board to consider (ex. photos, letters from neighbors, etc.)
- Please be aware that Public Notice will be sent to property owners within 200 feet of the subject site and County staff will come out to the subject site, take photos and place a sign on the site stating the date and time of the Public Hearing for the application.

*\*Please be advised that the decision of the Board of Adjustment is only final when the written decision is filed with the Board's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application or appeal. Please include the case number when calling about the decision.*

*\*Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.*

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney



Date: 1/12/26

For office use only:

Date Submitted: \_\_\_\_\_ Fee: \_\_\_\_\_ Check #: \_\_\_\_\_  
 Staff accepting application: \_\_\_\_\_ Application & Case #: \_\_\_\_\_  
 Location of property: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot#: \_\_\_\_\_ Block#: \_\_\_\_\_  
 Date of Hearing: \_\_\_\_\_ Decision of Board: \_\_\_\_\_

1. Uniqueness of the 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 the 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.
- 1-8 The uniquely narrow dimensions of this lot create a challenge placing the manufactured home and maintaining minimum separation between homes and accessory structures. This lot was laid out with others in the community in the 1950's and 1960's prior to the current county requirements for separation distances. The lots sizes are small in comparison with the size of the modern manufactured home. I have selected a standard size floorplan for this home that is comparable to other new homes in the community, but I am still unable to place on the lot with the required setbacks. The new home will replace a defunct home that was surrendered to the community when the owner was unable to make repairs to the collapsing roof. This replacement home is narrower than the prior building as the prior buildout on the lot included both a single wide home and a full size addition. The narrow width of the lot and the previous build out of the surrounding adjacent lots makes it difficult to place a new manufactured home on the property consistent with others in the neighborhood while maintaining compliance with Sussex County's current Zoning Code. Particularly, the neighbor to the right has a room buildout and a deck that are less than 10' from the property line.

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.
- 1-8: Due to the uniqueness of the property, the property cannot be developed in strict conformity with the Sussex County Zoning Code. I propose to place a normal width sized manufactured home that is consistent with other new homes in the community and a standard size shed that is consistent with other new homes in the community but am unable to do so without violating the separation distance requirements between neighboring manufactured homes and accessory structures (ie, sheds). The variances are necessary to enable reasonable use of the property, without said variance the property cannot be developed.

3. Not created by the applicant:

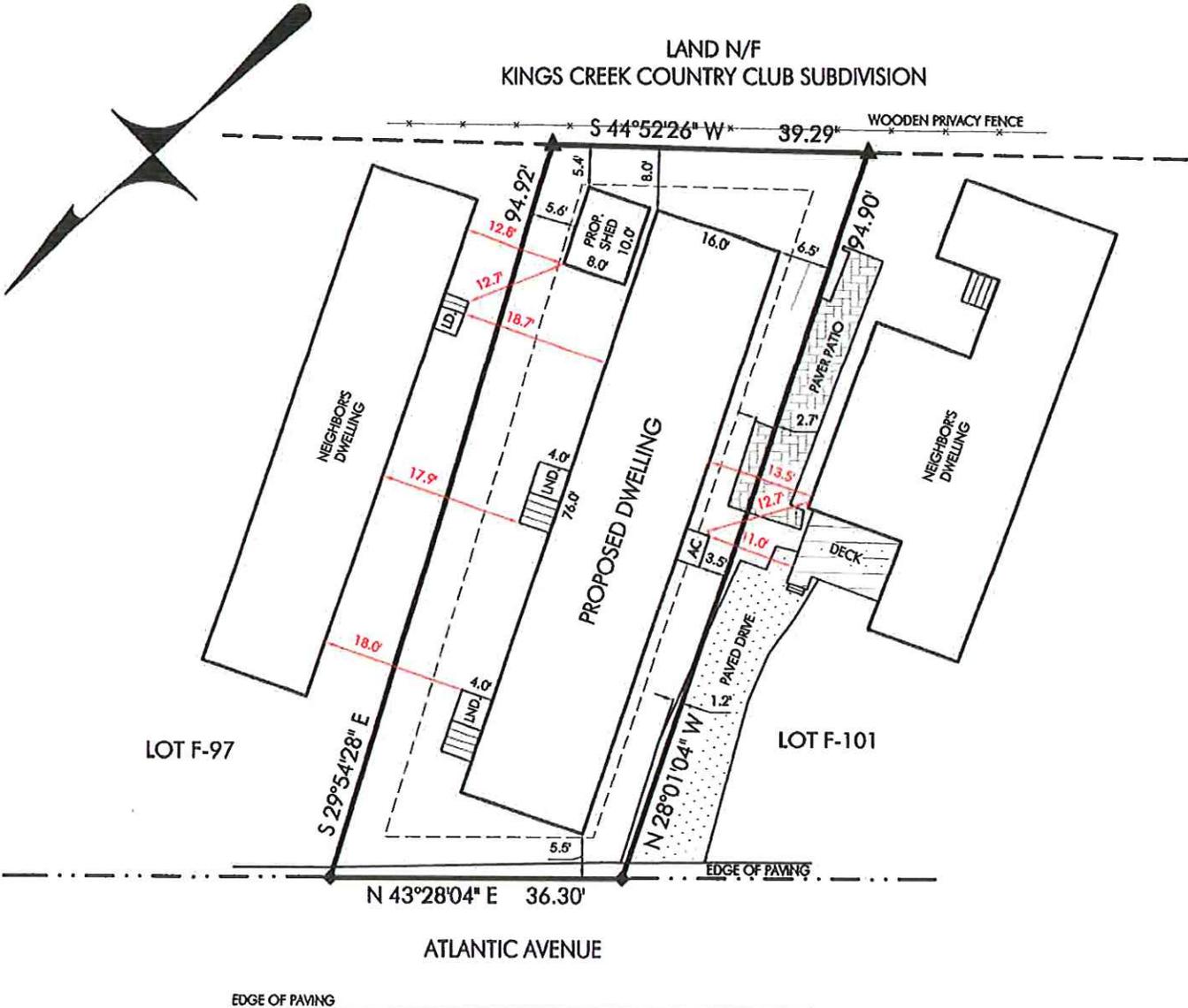
- That such exceptional practical difficulty has not been created by the appellant.
- 1-8: The exceptional practical difficulty was not created by the applicant. The property is quite narrow which greatly limits the buildable area thereof. The neighboring lots are also narrow causing development of nearby lots to be nearer to lot lines/neighboring homes. i Additionally, all of the homes surrounding home are stepped a few feet left of the lot line boundaries creating a cascading effect. It appears impossible for a home to be placed on the property

without violating the separation distance requirements. As noted previously, the new “replacement home” will correct some of the previous separation distance issues, yet a variance is still needed for placement. The exceptional practical difficulty was created by the unique conditions of the property and the development of adjacent lots.

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.
  - 1-8: The variances will not alter the essential character of the neighborhood nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare thereof. I am seeking this variance to add to the conformity to the community & to modernize the homes within the community which will subsequently add value and improve the characteristics of the community/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.
  - 1-8: The variances sought are the minimum variances necessary to afford relief and the variances requested represent the least modifications possible of the regulations at issue. The home is the narrowest currently available and minimizes the need for variance on the property.

T.M. #3-34-13.00-310.00 (3068)

LAND N/F  
KINGS CREEK COUNTRY CLUB SUBDIVISION



### PROPOSED CONDITIONS & LOCATION PLAN FOR 20077 ATLANTIC AVENUE

TOTAL AREA: 3,432 SQ. FT., 0.0788 ACRES  
LOT #99 BLOCK F OF "SEA AIR VILLAGE" PARK  
LEWES & REHOBOTH HUNDRED SUSSEX COUNTY  
STATE OF DELAWARE

DECEMBER 23, 2025 SCALE: 1" = 20'

**LEGEND:**

- ▲ IRON ROD (SET)
- ◆ 'PK' NAIL (SET)

**NOTES:**  
 ALL SETBACKS MUST BE VERIFIED BY THE HOME OWNER AND/OR GENERAL CONTRACTOR.  
 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.



Prepared by:

**FORESIGHT** Services

Surveying & Precision Measurement

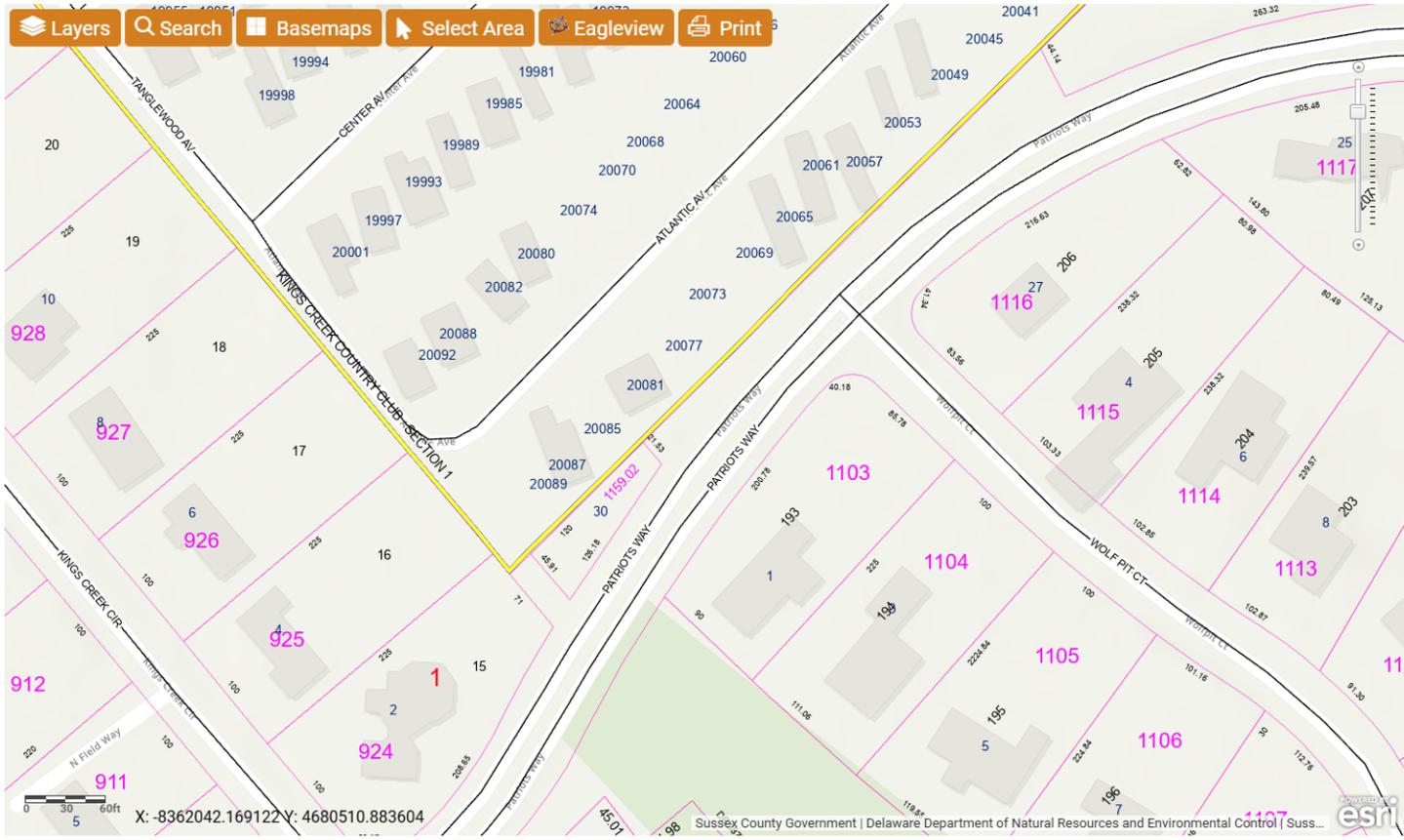
302 226 2229 phone

302 226 2239 fax

2103A Coastal Highway

Dewey Beach, DE 19971

Layers Search Basemaps Select Area Eagleview Print



Eagleview Search Results

Selected Features: Parcels (384)

1) 334-13.00-310.00 Zoom

BOOK	0
PAGE	0
FULLNAME	SEA BREEZE LP
Second_Owner_Name	
MAILINGADDRESS	27777 FRANKLIN RD STE 200
CITY	SOUTHFIELD
STATE	MI
a_account	
DESCRIPTION	GIS TIEBACK
DESCRIPTION2	DUMMY ACCOUNT
DESCRIPTION3	
LUC	612
SCHOOL	6
MUNI	00
CAP	

- 2) 334-13.00-310.00-10027 Zoom
- 3) 334-13.00-310.00-1101 Zoom
- 4) 334-13.00-310.00-11086 Zoom
- 5) 334-13.00-310.00-1112 Zoom

Navigation icons: Home, Previous, Next, First, Last

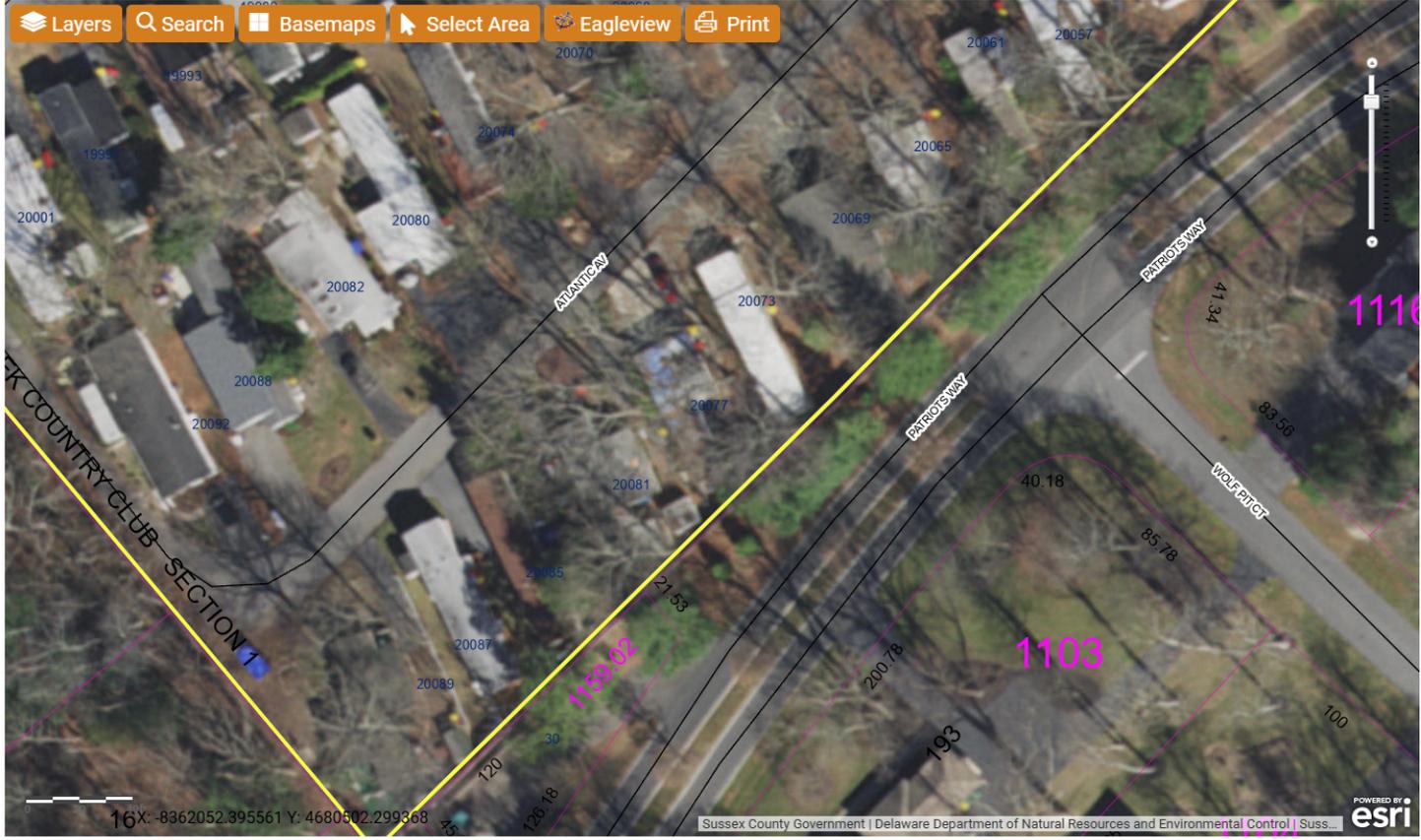
Selected Features (1 - 5 of 384)

Clear Selected

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Layers Search Basemaps Select Area Eagleview Print



Eagleview Search Results

Selected Features: Parcels (384)

1) 334-13.00-310.00 Zoom

BOOK	0
PAGE	0
FULLNAME	SEA BREEZE LP
Second_Owner_Name	
MAILINGADDRESS	27777 FRANKLIN RD STE 200
CITY	SOUTHFIELD
STATE	MI
a_account	
DESCRIPTION	GIS TIEBACK
DESCRIPTION2	DUMMY ACCOUNT
DESCRIPTION3	
LUC	612
SCHOOL	6
MUNI	00
CAP	

- 2) 334-13.00-310.00-10027 [Zoom](#)
- 3) 334-13.00-310.00-1101 [Zoom](#)
- 4) 334-13.00-310.00-11086 [Zoom](#)
- 5) 334-13.00-310.00-1112 [Zoom](#)

Navigation icons: Home, Previous, Next, First, Last

Selected Features (1 - 5 of 384)

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Search

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334-13.00-310.00

Search results (1) Options

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map: Auto (Oblique) | Mar 2025 - Mar 2025 | < image 1 of 7 > | 03/10/2025



RECEIVED

JAN 14 2026

SUSSEX COUNTY  
PLANNING & ZONING

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 # 13166  
Hearing Date 02-23-2026  
202600487

Type of Application: (please check all applicable)

Variance   
Special Use Exception   
Administrative Variance   
Appeal

Existing Condition   
Proposed   
Code Reference (office use only)

\_\_\_\_\_  
\_\_\_\_\_

Site Address of Variance/Special Use Exception:

Camp Barnes Rd, Frankford, Sussex County, Delaware

Variance/Special Use Exception/Appeal Requested:

The applicant respectfully requests a variance from the Sussex County Code requirement of 150 feet of road frontage on a state-maintained (numbered) road to permit the proposed subdivision and future residential development of interior lots served by shared access to Camp Barnes Road.

Tax Map #: 134-19.00-112.03

Property Zoning: R

Applicant Information

Applicant Name: Janelle Johnson  
Applicant Address: 39213 Misty Ln  
City Millville State DE Zip: 19967  
Applicant Phone #: (302) 604-3886 Applicant e-mail: janelle6489@yahoo.com

Owner Information

Owner Name: Gregory Showell  
Owner Address: 36144 Camp Barnes Rd  
City Frankford State DE Zip: 19945 Purchase Date: \_\_\_\_\_  
Owner Phone #: (302) 542-9848 Owner e-mail: gregoryshowell1960@gmail.com

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: 1/5/26



Sussex County, DE - BOA Application

**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 subject property is a legally existing parcel with unique physical characteristics, including its size, shape, and limited road frontage. As illustrated on the submitted concept plan, the property is proposed to be subdivided in a manner that results in interior lots served by a common access point.

The irregular geometry and constrained frontage are peculiar to this parcel and are not conditions generally

**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 the proposed interior lots would not meet the minimum 150-foot individual road frontage requirement, the property cannot be subdivided or developed in strict conformity with the Sussex County Code without relief.

Absent the requested variance, the property would be unable to be reasonably subdivided for residential use

**3. Not created by the applicant:**

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

The need for the variance is not the result of any action taken by the applicant. No subdivision has been recorded, and no lots have been created. The request is made in advance of recording in order to comply with county procedures and requirements.

The practical difficulty arises from the physical configuration of the existing parcel and applicable frontage

**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 proposed subdivision and future development are limited to low-density, single-family residential use, consistent with surrounding land uses. The shared access to Camp Barnes Road provides adequate and safe ingress and egress.

Granting the variance will not alter the essential character of the neighborhood, impair the appropriate use

**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 requested variance represents the minimum relief necessary to permit the proposed subdivision. The applicant is requesting relief only from the road frontage requirement and is not seeking any use variance or increase in permitted density.

The applicant acknowledges and will comply with all applicable setback and buffer requirements associated with the variance, including the increased 40-foot front yard setbacks, 15-foot side yard setbacks, and

Sussex County, DE - BOA Application

**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.

---

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)

---

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

---

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

## 1. Uniqueness of property:

The subject property is a legally existing parcel with **unique physical characteristics**, including its size, shape, and limited road frontage. As illustrated on the submitted concept plan, the property is **proposed** to be subdivided in a manner that results in interior lots served by a common access point.

The irregular geometry and constrained frontage are **peculiar to this parcel** and are not conditions generally applicable to surrounding properties. These physical circumstances create a practical difficulty that distinguishes the property from others in the area.

## 2. Cannot otherwise be developed:

Because the proposed interior lots would not meet the minimum **150-foot individual road frontage requirement**, the property **cannot be subdivided or developed in strict conformity** with the Sussex County Code without relief.

Absent the requested variance, the property would be unable to be reasonably subdivided for residential use despite being appropriately zoned, adequately sized, and capable of being safely accessed. The variance is therefore **necessary to allow reasonable use of the property**.

## 3. Not created by the applicant:

The need for the variance is **not the result of any action taken by the applicant**. No subdivision has been recorded, and no lots have been created. The request is made in advance of recording in order to comply with county procedures and requirements.

The practical difficulty arises from the physical configuration of the existing parcel and applicable frontage standards, not from any self-created condition.

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

The proposed subdivision and future development are limited to **low-density, single-family residential use**, consistent with surrounding land uses. The shared access to Camp Barnes Road provides adequate and safe ingress and egress.

Granting the variance will **not alter the essential character of the neighborhood**, impair the appropriate use of adjacent properties, or be detrimental to public health, safety, or welfare.

## 5. Minimum variance:

The requested variance represents the **minimum relief necessary** to permit the proposed subdivision. The applicant is requesting relief **only from the road frontage requirement** and is not seeking any use variance or increase in permitted density.

The applicant acknowledges and will comply with all applicable setback and buffer requirements associated with the variance, including the increased **40-foot front yard setback, 15-foot side yard setbacks, and 80-foot Top-of-Bank buffer** in the rear yard, as applicable.

### Check List for Applications

The following shall be submitted with the application

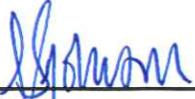
- Completed Application
- Provide a survey of the property (Variance)
  - Survey shall show the location of building(s), building setbacks, stairs, deck, etc.
  - Survey shall show distances from property lines to buildings, stairs, deck, etc.
  - Survey shall be signed and sealed by a Licensed Surveyor.
- Provide a Site Plan or survey of the property (Special Use Exception)
- Provide relevant Application Fee (please refer to fees effective July 1, 2022)
- Provide written response to criteria for Variance or Special Use Exception (may be on a separate document if not enough room on the form)
- Copy of Receipt (staff)
- Optional - Additional information for the Board to consider (ex. photos, letters from neighbors, etc.)
- Please be aware that Public Notice will be sent to property owners within 200 feet of the subject site and County staff will come out to the subject site, take photos and place a sign on the site stating the date and time of the Public Hearing for the application.

*\*Please be advised that the decision of the Board of Adjustment is only final when the written decision is filed with the Board's secretary. To determine whether the written decision has been filed, you may call the Planning & Zoning Department at 302-855-7878. The written decision is generally completed within thirty (30) to sixty (60) days following the Board's vote on the application or appeal. Please include the case number when calling about the decision.*

*\*Please be advised that any action taken in reliance of the Board's decision prior to the filing of the written decision and the expiration of any applicable appeal period is taken at the Property Owner's Risk.*

The undersigned acknowledges that that he or she has read the application completely and that if the appellant / applicant is unable to convince the Board that the standards for granting relief have been met, the appeal / application will be denied.

Signature of Owner/Agent/Attorney

 \_\_\_\_\_ Date: \_\_\_\_\_

*For office use only:*  
 Date Submitted: \_\_\_\_\_ Fee: \_\_\_\_\_ Check #: \_\_\_\_\_  
 Staff accepting application: \_\_\_\_\_ Application & Case #: \_\_\_\_\_  
 Location of property: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot#: \_\_\_\_\_ Block#: \_\_\_\_\_  
 Date of Hearing: \_\_\_\_\_ Decision of Board: \_\_\_\_\_

RE: Concept (Showell)

From: Bradley Absher (brad@truenorthls.com)  
To: janelle6489@yahoo.com  
Cc: Matt@truenorthls.com  
Date: Wednesday, September 17, 2025 at 02:05 PM EDT

Good afternoon!

Below is the response we got from the county review...  
Please let us know how you would like to move forward!

In order to facilitate this request, a variance from the required road frontage of 150-ft off of a state-maintained (numbered road) would be required.

This would also increase the front yard setback from 30-ft to 40-ft measured from the front property line, 15-ft sides (and corner front yards) and adhering to the 80-ft from Top of Bank (TOB) of the Tax Ditch in the rear yard.

BRADLEY A. ABSHER, PRESIDENT  
DE & MD PROFESSIONAL LAND SURVEYOR

TRUE NORTH LAND SURVEYING, INC.

\*\* 17th YEAR IN BUSINESS! \*\*

35322 BAYARD ROAD  
FRANKFORD, DE 19945  
302.539.2488

From: Janelle Showell <janelle6489@yahoo.com>  
Sent: Wednesday, September 10, 2025 2:48 PM  
To: Matt Smith <Matt@truenorthls.com>

**Subject:** Re: Concept (Showell)

Good afternoon! I'm just checking back to see how things are coming along with the concept sent to P&Z?

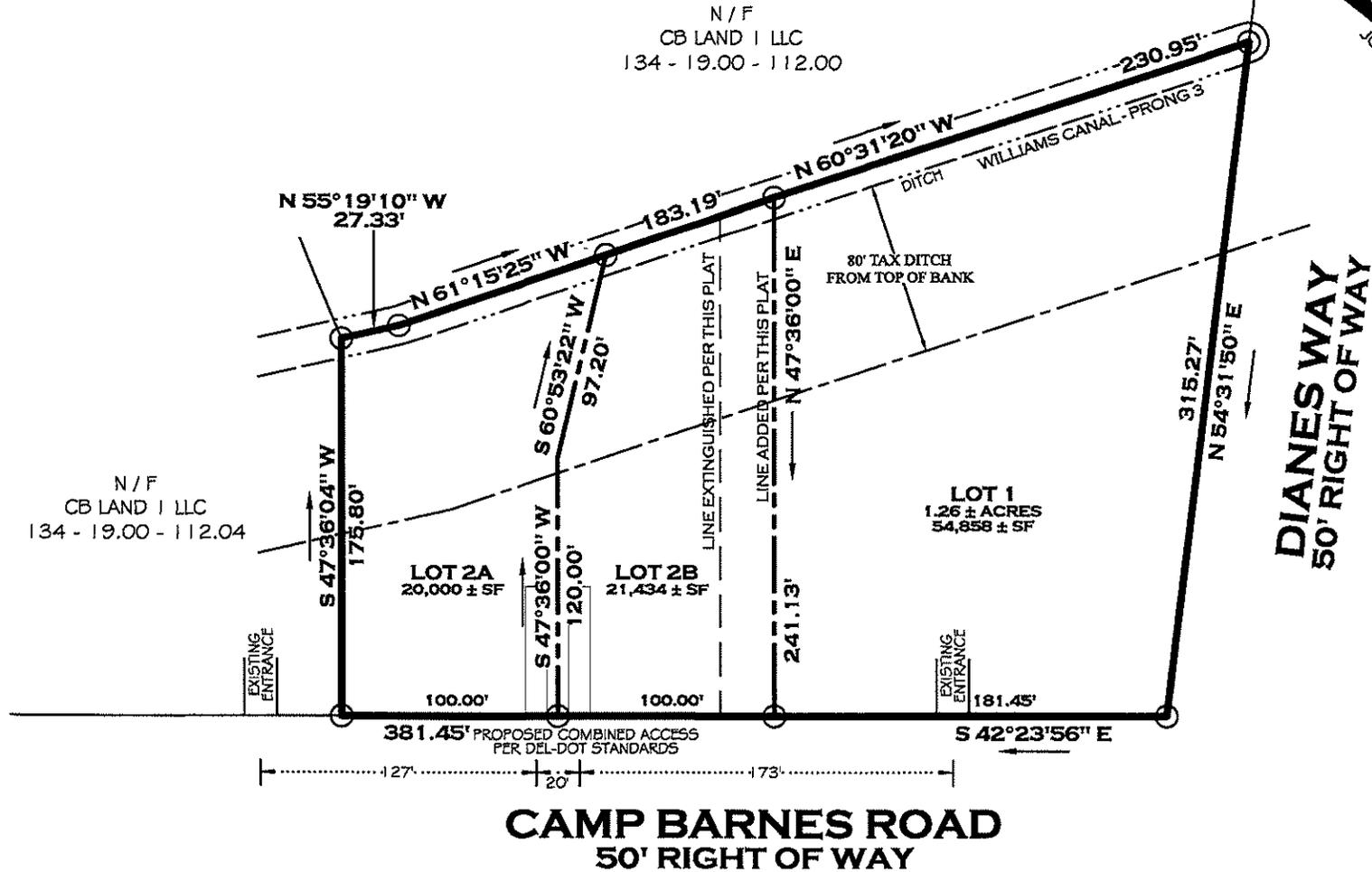
Thank you,  
Janelle

[Sent from Yahoo Mail for iPhone](#)

On Wednesday, July 2, 2025, 1:28 PM, Janelle Johnson <[janelle6489@yahoo.com](mailto:janelle6489@yahoo.com)> wrote:

Sent from my iPhone

NOTE:  
CONCEPT PLAN BASED ON DEEDS AND FLATS OF  
RECORD. NO SURVEY WAS PERFORMED.



**NOTES**

1. CLASSIFICATION OF SURVEY: SUBURBAN

2. ZONE: AR-1

3. BUILDING SETBACK LINES (BSL)

FRONT 40'  
SIDE 15'  
REAR 20'

ALL SETBACKS ARE THE RESPONSIBILITY OF THE HOME OWNER AND/OR GENERAL CONTRACTOR. SETBACKS SHOWN AS PER SUSSEX COUNTY & MAY DIFFER FROM THE HOME OWNERS ASSOCIATION (HOA) SETBACKS. ANY USER OF SAID INFORMATION IS URGED TO DIRECTLY CONTACT THE LOCAL AGENCY AND HOA, IF APPLICABLE, TO VERIFY IN WRITING ALL SETBACKS & REQUIREMENTS.

4. NO TITLE REPORT WAS PROVIDED FOR OUR USE, THEREFORE THIS BOUNDARY SURVEY IS SUBJECT TO ANY ENCUMBRANCES, RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY THAT MIGHT BE REVEALED BY A THOROUGH TITLE SEARCH.

TAX MAP	1-34-19.00-112.02 & 112.03
STATE	DELAWARE
COUNTY	SUSSEX
HUNDRED	BALTIMORE
TOWN	---
AREA	2.21 ± ACRES
DEED REF.	3046 / 217, 3520 / 141
PLAT REF.	86 / 260 & 93 / 341
DRAWN BY	MCS
DATE	07 / 14 / 2025
SCALE	1" = 80'
SURVEY #	DE - 11211

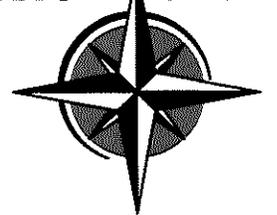
**CONCEPT  
PLAN**

**LOT 1 & LOT 2  
LANDS OF BETTIE E. KELLEY**

FOR  
**JANELLE JOHNSON**

**36144 CAMP BARNES ROAD, FRANKFORD, DE 19945**

**TRUE NORTH**



**LAND SURVEYING**

35322 BAYARD ROAD  
FRANKFORD, DE 19945  
302-539-2488

Sussex County Government  
Treasury  
2 The Circle, PO Box 601  
Georgetown, DE 19947

01/14/2026 03:54PM Megan D.  
Receipt number: 33030940-0073 001277198

PERMITS / INSPECTIONS  
2026 202600487|2020 \$500.00

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\$500.00

Subtotal \$500.00  
TP CC SF \$15.00  
Total \$515.00

Tenders  
TYLER PAYMENTS CC \$515.00  
MasterCard \*\*\*\*\*5411  
Ref=8e718851-72ae-49f0-8438-2098ab2ff2a1  
Auth=03163P

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Change due \$0.00

Paid by: JOHNSON/JANELLE

Signature: \_\_\_\_\_

Thank you for your payment.

CUSTOMER COPY  
DUPLICATE RECEIPT

service fee

TYLER PAYMENTS

Layers Search Basemaps Select Area Eagleview Print



Eagleview Search Results

Selected Features: Parcels (1)

1) 134-19.00-112.03 Zoom

BOOK	3520
PAGE	141
FULLNAME	SHOWELL GREGORY K & JANET L
Second_Owner_Name	SHOWELL
MAILINGADDRESS	36144 CAMP BARNES RD
CITY	FRANKFORD
STATE	DE
a_account	17-02-112.3
DESCRIPTION	SW/RD 364
DESCRIPTION2	1255' SE /RD 363
DESCRIPTION3	LOT 2
LUC	100
SCHOOL	1
MUNI	00
CAP	0
APRBLDG	0
APRLAND	103400
PINWASSEMENTUNIT	134-19.00-112.03
PIN	134-19.00-112.03

Selected Features (1)  
Clear Selected

Layers Search Basemaps Select Area Eagleview Print



Eagleview Search Results

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Selected Features (1)

Clear Selected

CONNECTEXPLORER



Workspaces



Search

Search by SUSSEXPARCELS

134-19.00-112.03

Search results (1) Options

134-19.00-112.03

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map: Auto (Oblique) | Mar 2025 - Mar 2025 | image 1 of 8 | 03/12/2025



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 # 13156  
Hearing Date 01-05-2026  
  
202515350

Type of Application: (please check all applicable)

Variance

Special Use Exception

Administrative Variance

Appeal

Existing Condition

Proposed

Code Reference (office use only)

Site Address of Variance/Special Use Exception:

19614 Chaplains Chapel Rd. Bridgeville DE 19933

Variance/Special Use Exception/Appeal Requested:

9.8' var + 8.8' var from 20' rear yard setback

Variance

Tax Map #: 432-23.10-44.03

Property Zoning: AR1

Applicant Information

Applicant Name: Recordo Nock

Applicant Address: 19614 Chaplains Chapel Rd.

City Bridgeville State DE Zip: 19933

Applicant Phone #: (302) 245-8270 Applicant e-mail: cardinock@aol.com

Owner Information

Owner Name: Recordo Nock / Veronica Nock

Owner Address: 19614 Chaplains Chapel Rd

City Bridgeville State DE Zip: 19933 Purchase Date: \_\_\_\_\_

Owner Phone #: (302) 245-8270 Owner e-mail: \_\_\_\_\_

Agent/Attorney Information

Agent/Attorney Name: \_\_\_\_\_

Agent/Attorney Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Agent/Attorney Phone #: \_\_\_\_\_ Agent/Attorney e-mail: \_\_\_\_\_

Signature of Owner/Agent/Attorney

[Signature]

Date: 11/14/25



Sussex County, DE - BOA Application

**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 building was placed at the rear of the property line so I could

2. Cannot otherwise be developed: utilize my back yard.

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.

Cant otherwise be developed.

I purchased the building and was notified that I didnt need a permit.

3. Not created by the applicant:

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

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.

No

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.

Yes this is the minimum variance to afford relief.

Sussex County, DE - BOA Application

**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.

---

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)

---

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

---

Sussex County Government  
Treasury  
2 The Circle, PO Box 601  
Georgetown, DE 19947

11/14/2025 12:46PM Megan D.  
Receipt number: 33030693-0049 001258714

PERMITS / INSPECTIONS  
2025 20251535012020 \$500.00

-----  
\$500.00

Subtotal \$500.00  
TP CC SF \$15.00  
Total \$515.00

Tenders  
TYLER PAYMENTS CC \$515.00  
\*\*\*\*\*8238

Ref=074ea265-38e0-4ac5-bf7c-f281b1abdc05  
Auth=014620

Change due \$0.00

Paid by: CARDHOLDER/VISA

Signature: \_\_\_\_\_

Thank you for your payment.

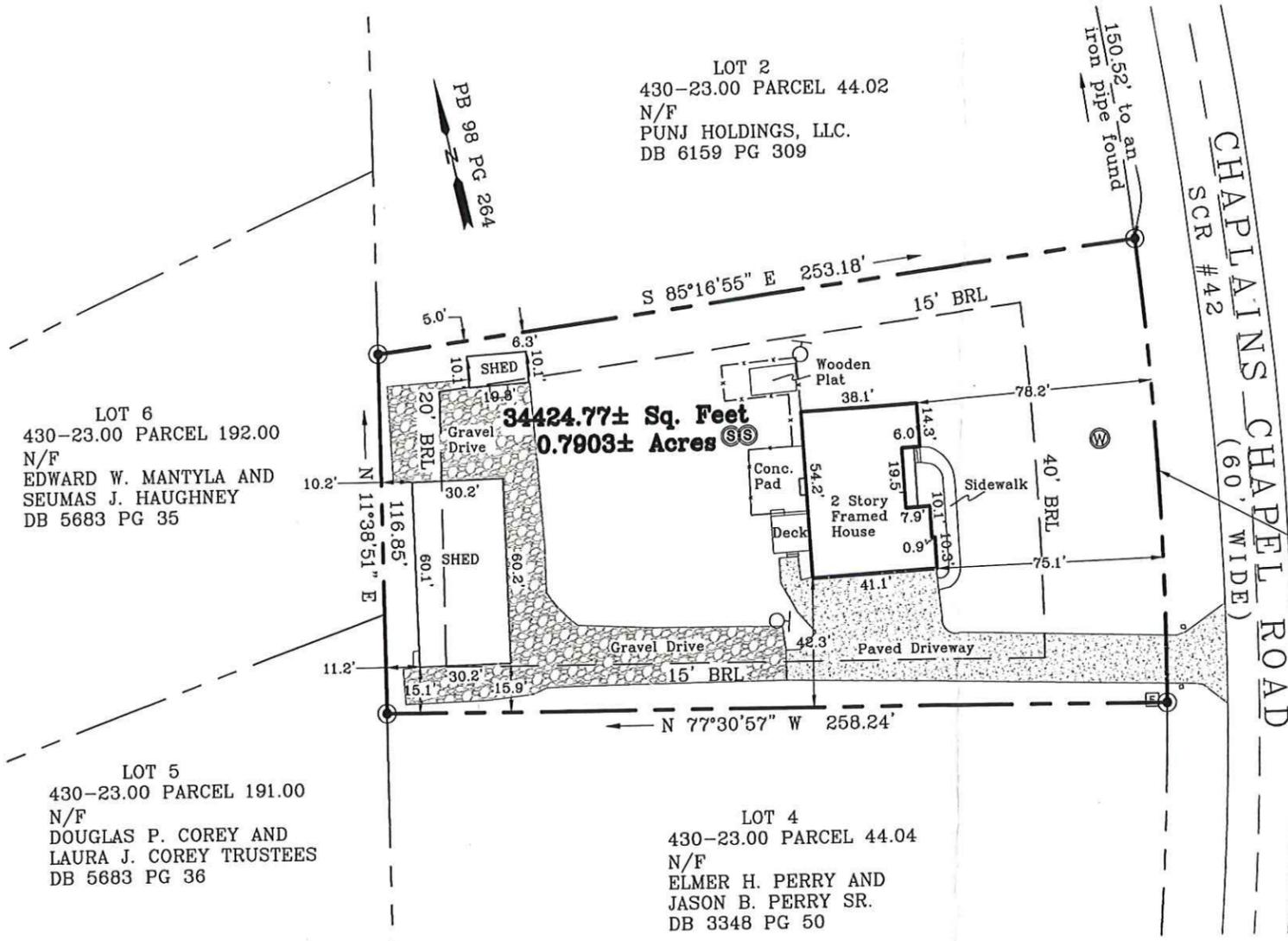
Sussex County Government COPY  
DUPLICATE RECEIPT

service fee

TYLER PAYMENTS

APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
04

**BOUNDARY SURVEY PLAN**  
**LANDS OF "VERONICA NHAN"**  
 ALSO KNOWN AS: "LOT 3- 19614 CHAPLAINS  
 CHAPEL ROAD BRIDGEVILLE DE"  
 SITUATE IN: "NANTICOKE HUNDRED"  
 SUSSEX COUNTY \* STATE OF DELAWARE  
 TAX MAP #: 430-23.00-44.03  
 DEED REFERENCE: DB 3308, PG 119  
 PLAT REFERENCE: PB 98, PG 264



ZONING CLASSIFICATION: AR-1  
 YARD REQUIREMENTS:  
 FRONT YARD: 40'  
 SIDEYARD: 15'  
 REARYARD: 20'

**LEGEND**

- CAPPED PIPE FOUND
- ⊙ WELL
- ⊙ SEWER LID
- ⊙ ELECTRIC BOX
- ⊙ LIGHT POLE
- PROPERTY LINE
- BUILDING RESTRICTION LINE
- x - x - FENCE LINE

A=151.43'  
 R=1218.50'  
 B=S 09°02'27" W  
 C=151.33'

**NOTES**

1. THIS SURVEY IS CLASSIFIED AS A "SUBURBAN" SURVEY.
2. UNLESS THIS PLAT HAS A SEAL WITH AN ORIGINAL SIGNATURE OF ENGINEER, IN RED INK, THIS IS NOT AN AUTHORIZED COPY.
3. THE SURVEY DOES NOT VERIFY THE EXISTENCE OF OR NONEXISTENCE OF ANY EASEMENTS OR RIGHT OF WAYS.



*John B. Roach, Jr.*  
 PROFESSIONAL ENGINEER

	22184 MELSON ROAD GEORGETOWN, DELAWARE 19947 PHONE NO. 302-856-1565
	DRAWN BY: JBR
SCALE: 1"=50'	SHEET 1/1

- Layers
- Search
- Basemaps
- Select Area
- Eagleview
- Print



Eagleview Search Results

Selected Features: Parcels (1)

1) 430-23.00-44.03 Zoom

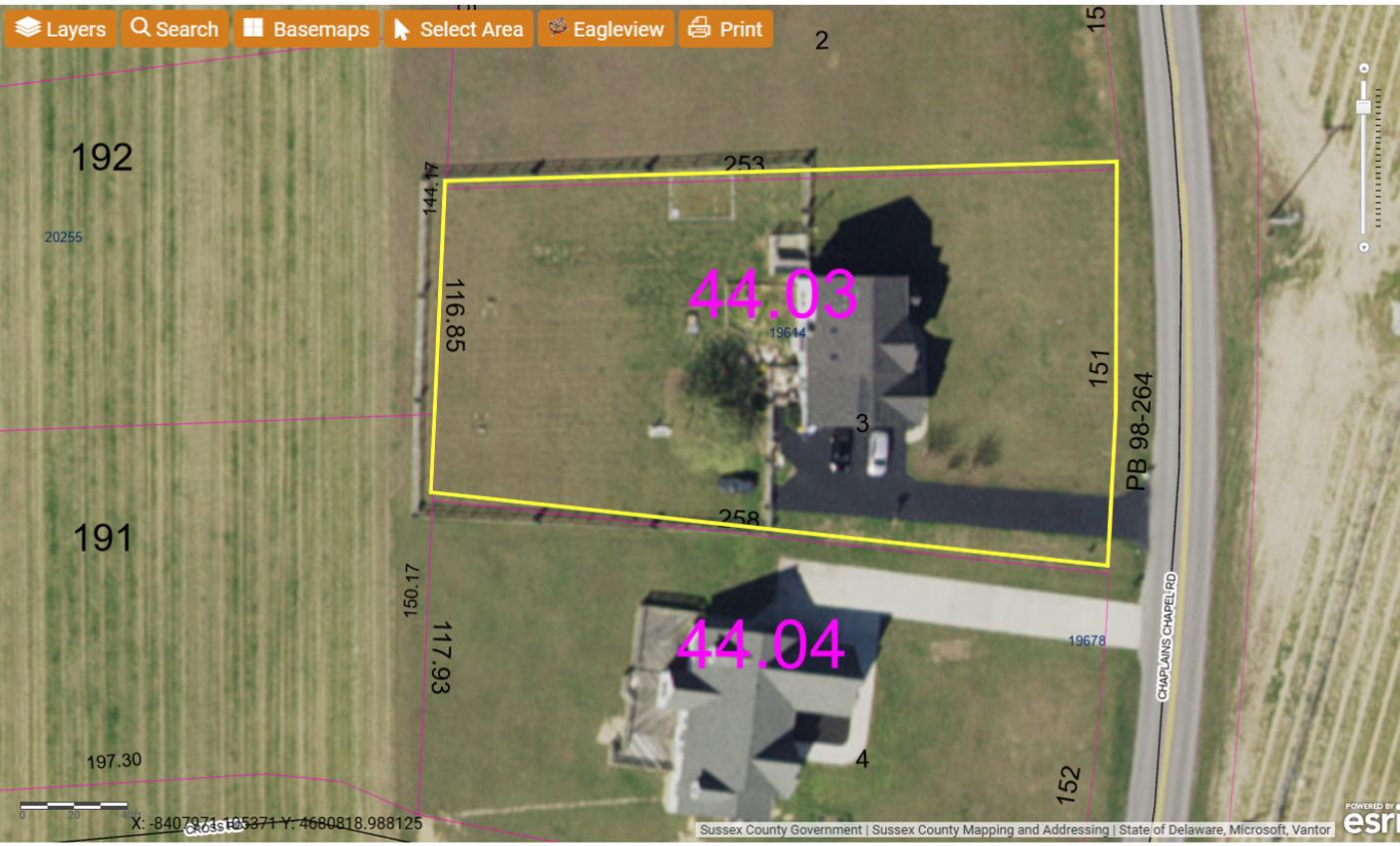
BOOK	3308
PAGE	119
FULLNAME	NHAN VERONICA
Second_Owner_Name	
MAILINGADDRESS	19614 CHAPLAINS CHAPEL RD
CITY	BRIDGEVILLE
STATE	DE
a_account	
DESCRIPTION	W/RD 42
DESCRIPTION2	LOT 3
DESCRIPTION3	
LUC	101
SCHOOL	5
MUNI	00
CAP	1
APRBLDG	338900
APRLAND	67600
PINWASSEMENTUNIT	430-23.00-44.03
PIN	430-23.00-44.03

- Navigation icons: Home, Previous, Next, Full Screen, Refresh

Selected Features (1)

Clear Selected

Layers Search Basemaps Select Area Eagleview Print



Eagleview Search Results

Selected Features: Parcels (1)

1) 430-23.00-44.03 Zoom

BOOK	3308
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DESCRIPTION3	
LUC	101
SCHOOL	5
MUNI	00
CAP	1
APRBLDG	338900
APRLAND	67600
PINWASSEMENTUNIT	430-23.00-44.03
PIN	430-23.00-44.03

Navigation icons: back, forward, home, search, etc.

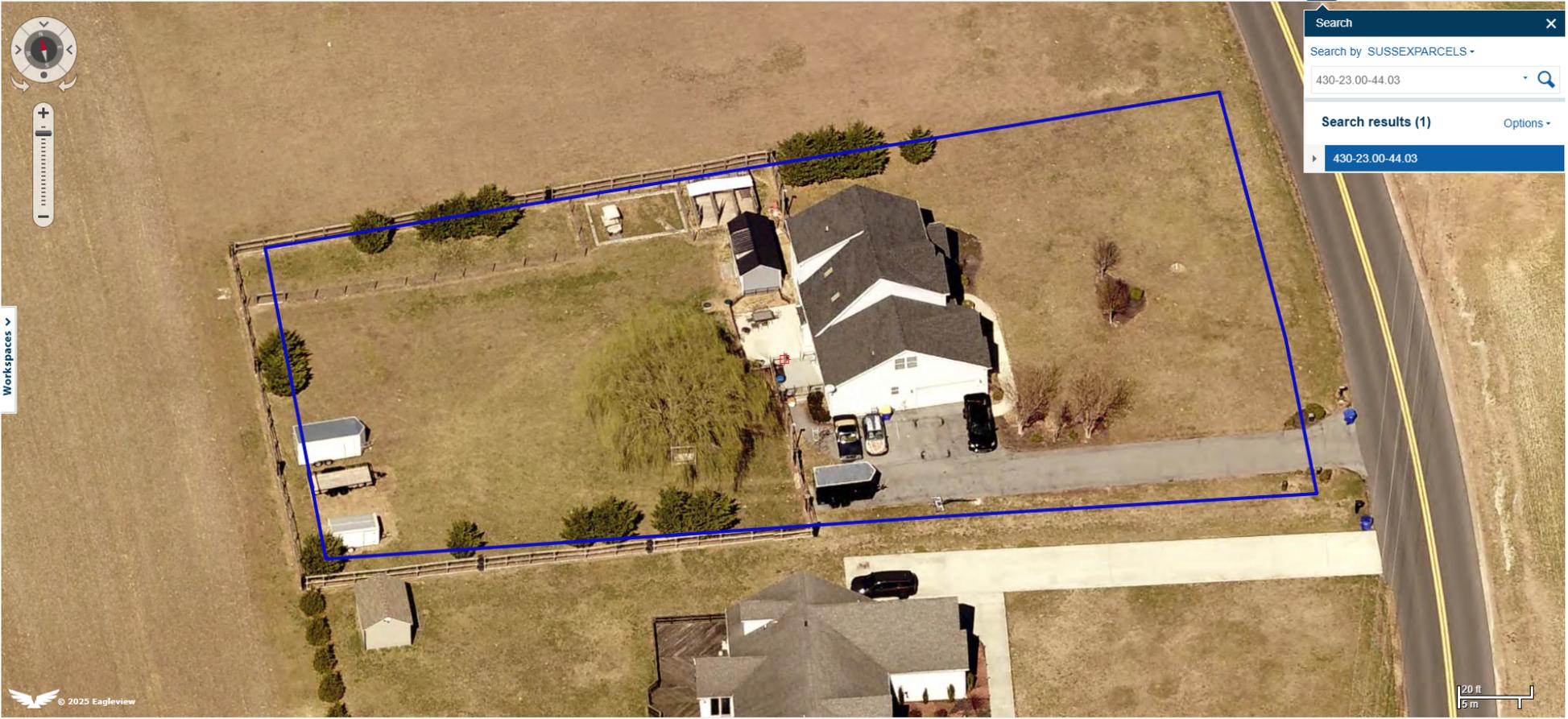
Selected Features (1)

Clear Selected

CONNECTEXPLORER™



Workspaces ▾



Search [X]

Search by SUSSEXPARELS -

430-23.00-44.03 [Q]

Search results (1) Options -

- 430-23.00-44.03

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map: Auto (Oblique) ▾ Mar 2025 - Mar 2025 ▾ < image 1 of 10 > 03/18/2025

