

NORTH SHORES COVENANTS

Restrictive Deed Covenants Applicable to Lots and Lands in North Shores, Rehoboth Beach, Delaware

Composite Covenants Incorporating All Amendments as of August 1, 2012

(As initially filed 1958; as amended and restated as of June 1, 1966; as further amended and restated as of July 2, 1972; as further amended as of May 28, 1986; as further amended October 19, 1989; as further amended as of December 7, 2005; and as further amended as of August 15, 2006)

SCHEDULE A

IT IS HEREBY EXPRESSLY STIPULATED AND UNDERSTOOD that the lands and premises described in the foregoing instrument, as well as the title to and the property therein are subject to all those easements, right-of-way, restrictive covenants and remedial clauses, which are more particularly set forth and referred to as follows:

(1) **NORTH SHORES** is subject to all those prior easements and rights-of-way heretofore granted as follows:

(a) **Unto Eastern Shore Public Service Company**, by a deed of Daniel G. Anderson, etux, dated May 20, 1939, and now of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 318, Page 286, &c.;

(b) **Unto Delaware Power & Light Company** by a deed of Daniel G. Anderson, etux, dated March 9, 1950, and now of record in the Office of the Recorder of Deeds, aforesaid, in Deed Book 389, Page 239, &c.; and

(c) **Unto Delaware Power & Light Company**, by a deed of North Shores Inc. dated June 7, 1956, and now of record in the Office of the Recorder of Deeds, aforesaid, in Deed Book 460, Page 78, &c., all as reference thereunto being had will more fully and at large appear.

(2) The owners of all lots lying East of Ocean Drive shall neither dig, mine, remove, or carry away, or cause to be dug, mined, removed, or carried away, any sand comprising the barrier dune area of **NORTH SHORES** without first obtaining the written consent of the State Highway Department of the State of Delaware, as required by 23 Del. C. § 1707, and shall further comply with all lawful rules, regulations and policies prescribed by said Department in pursuance of such Statute with respect to the use of said lots which comprise a part of the barrier dune area of **NORTH SHORES**.

(3) Each lot or given land area located in **NORTH SHORES** shall be limited and restricted to single-family, residential uses and purposes only, and no more than one, single-family, detached dwelling house shall be erected thereon: **EXCEPTING, ALWAYS**, those lots hereinafter specified in paragraph (17) hereof.

(4) No garage shall be erected or placed upon any lot or land area of **NORTH SHORES**, except the same be an integral part of the dwelling to be served thereby, and at no time shall any garage be used as a place of temporary or permanent human abode.

(5) No guest house, tent, trailer, shack, barn, or other outbuilding shall be erected or placed or used for any purpose whatever upon any lot or land area in **NORTH SHORES**: **EXCEPTING, ALWAYS**, temporary structures or shelters used in connection with and while construction work is being carried out upon any given lot or land area.

(6) No lot located within NORTH SHORES, as shown upon the Preliminary Plat thereof, which is of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Plot Book 2, Page 90, shall be re-subdivided, sold or otherwise aligned in a lesser or smaller parcel, except the same be in accord with a supplement, amendment, modification, or revision of such Preliminary Plat bearing the approval of the party of the first part, or its successors or assigns, and has first been recorded in the Office of the Recorder of Deeds, aforesaid.

(7) A land area of not less than one full lot, as shown upon said Preliminary Plat, or any supplement, amendment, modification or revision thereto or thereof, duly approved and recorded as aforesaid, shall be provided for each dwelling house erected, altered or used for residential uses and purposes in NORTH SHORES by the owner or occupant of any lot or land area located therein.

(8) No residential building or dwelling shall be erected or used upon any lot or given land area in NORTH SHORES, the square footage of the first floor of which, excluding all porches, breezeways, stoops, carports, garages, terraces, and the like, is less than Nine Hundred Fifty (950) square feet.

(9) Each owner, prior to building in NORTH SHORES, must submit a plot plan to the Board of Governors showing the exact location of the planned improvements. Said owner may not build on any lot until he has first obtained the written consent of the Board of Governors to the proposed location of the improvements on the lot.

(10) No toilet, sewerage disposal system or cesspool shall be maintained or used upon any lot or given land area in NORTH SHORES, except where the same is used in combination with a septic tank and approved tile field or leaching tank; and all septic tanks, tile fields, or leaching tanks shall be constructed and maintained in accord with the rules and regulations established by those public health authorities having jurisdiction over NORTH SHORES. Whenever public sewer mains or public water mains are made available to a lot or land area located in NORTH SHORES, all premises adjacent thereto shall thereupon be connected therewith at the expense of the then owner or owners of such lots or land area.

(11) No clothing or other material shall be exposed for airing or drying in front of any rear line of any dwelling house, except by the written permission of the party of the first part or of the Board of Governors hereinafter provided. In the front of any rear line of any dwelling house shall be construed to mean that side thereof nearest any road, drive, lane or way, upon which the particular property may front. The party of the first part, or the Board of Governors hereinafter provided, shall have the right and power to promulgate and establish regulations against bonfires, camp fires, setting fire to brush or other planting, or the burning of leaves and rubbish, or other fires, in NORTH SHORES; which regulations when promulgated, shall be binding upon all lands situate in NORTH SHORES as fully and as effectually as though incorporated herein verbatim.

(12) No wall of any height shall be constructed upon any lot or land area until after the height, design and approximate location thereof shall have been approved in writing by the party of the first part or the Board of Governors hereinafter provided. The height or elevation of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines.

(13) The elevation of any given lot or land area shall not be changed so as to materially affect the surface grade of the surrounding lots or land area, without first obtaining the prior approval in writing of the party of the first part, or of the Board of Governors hereinafter provided.

(14) Nothing shall be done or maintained upon any lot, land area, waterway, road, drive, lane or other way, which may be or become an annoyance or a nuisance to the neighborhood. No horses, cattle, goats, poultry or fowl shall be kept or maintained upon any lot or land area.

(15) Once the construction or demolition of any building has been started, such construction or demolition thereof shall proceed without delay until the same is completed, unless such delay is attributable to a cause or causes beyond the control of the owner, builder or contractor, as the case may be. Cessation of work upon the construction or demolition of any building once started and before completion thereof for a continuous

period of thirty (30) days shall be prima facie evidence of an intent to abandon the same in its partially completed or demolished state, and the same shall be deemed to be a public nuisance.

(16) No commercial, advertising, or display signs of any nature, kind, or description, including but not limited to, any sign advertising or announcing the sale or rental of any lot or land area in NORTH SHORES, or advertising or announcing that a contractor or builder is constructing or involved in constructing any improvements upon any lot or land area in NORTH SHORES, shall be permitted upon any lot or land area in NORTH SHORES: EXCEPTING, ALWAYS, in those areas designated in paragraph (17) hereof.

(17) The party of the first part reserves the right and privilege of designating, selecting and using any given lot or land area of its choice in NORTH SHORES for the use of itself, its successors or assigns, as an office and place of business for transacting and carrying on its real estate business in all its phases. Further, it is anticipated that the future development of NORTH SHORES may require, in the opinion of party of the first part, the erection, use and occupation of yacht clubs, beach clubs or any commercial enterprise. Wherefore, it is hereby provided that those areas designated "Reserved" upon the Revised Plot No. 1 of NORTH SHORES, dated October 6, 1959, as prepared by Wingate & Eeschenbach, Surveyors of Rehoboth Beach, Delaware, may be used and occupied by said yacht clubs, beach clubs or any commercial enterprise except that the portion of the "Reserved" area to the North of and abutting Lots 32 and 33, having a frontage on Ocean Drive of 150' and a depth of 300' may be used for multi-family residential purposes (including co-operatives or condominiums). Any commercial use of this particular area is strictly prohibited. Except as hereinabove provided in this paragraph 17 nothing contained in this Schedule A, or any part hereof, shall be construed so as to permit the use of any other lot or land area located within NORTH SHORES for any business or commercial enterprise or pursuit.

(18) In order to insure the development of NORTH SHORES as a residential area of high standards, the party of the first part, and its successors and assigns, reserve the power to control the buildings, structures and improvements which may be placed upon each lot or given land area therein. Whether or not specific provision is made in any conveyance of any lot or given land area by the party of the first part, its successors or assigns, unto any third person or persons, the owner or occupier of each and every lot, or given land area, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon any lot unless and until the plans and specifications therefor and the plot plan thereof have first been duly approved, in writing, by the party of the first part, or by the Board of Governors hereinafter provided, all as hereinafter set forth. Each such building, wall or structure shall be placed upon its given lot or land area only in accord with the plans and specifications and the plot plans so approved. The North Shores Board of Governors, or any committee designated by the Board, or its successors, shall have the right to refuse to approve any such plans or specifications, grading, or landscaping plans or changes, which are not suitable or desirable in the discretion of the Board and in passing upon such plans and specifications, grading and landscaping plans or changes, the said Board, or its successors, shall take into consideration the suitability of the proposed building or improvements or erections and/or the materials of which the building or other improvements or erections are to be built, the site upon which it is proposed to be built, the harmony thereof with the surroundings, and the effect of such improvements, additions, alterations, or changed use, as planned, on the outlook adjacent or neighboring property, and the architectural requirements attached hereto and incorporated herein by reference. Further, no alterations, additions or changes in and to the exterior appearance of any building, structure or improvement, shall be made without first obtaining like approval therefor. If the party of the first part, or the Board of Governors, as the case may be, should fail to disapprove any such plans, specifications, or plot plans, within thirty (30) days after written request therefor, then such approval shall not be required: PROVIDED, HOWEVER, in no event shall any building, structure or improvement, be erected in any manner so as to violate any other covenant, reservation, or restriction herein set forth in this Schedule A.

(19) All seawalls, bulkheads, boat landings, docks, piers, and mooring posts shall only be constructed in accord with plans and specifications and plot plans therefor, which shall first be submitted unto, and approved in writing, by the party of the first part, or by the Board of Governors hereinafter provided. In no event shall any dock, pier, or mooring post be constructed so as to extend beyond a distance of eight (8) feet from the waterline.

No boat house shall be constructed on or adjacent to any of the waterfront lots in NORTH SHORES, except the same shall fall within one of the exceptions provided for in paragraph (17) hereof. No boat canal shall be dug or excavated into any of the waterfront lots located in NORTH SHORES except and until the same shall first be approved, in writing, by the party of the first part, or by such Board of Governors, as to its location, design, height, material, and manner of construction, and the right and power is hereby reserved in the party of the first part, or in the Board of Governors, to withhold its approval thereof for any reason deemed by it or them to be sufficient. No vessel or boat shall be anchored offshore in any of the waterways within or adjacent to NORTH SHORES, so that the same shall interfere with navigation thereon.

(20) Prior to the sale of one-half (1/2) of the number of lots laid out by the party of the first part in NORTH SHORES, the party of the first part, or its successors or assigns, may, in its or their discretion, appoint a Board of Governors, consisting of five (5) members. After the party of the first part shall have sold and disposed of not less than fifty percentum (50%) of the number of lots laid out by it in NORTH SHORES, or after January 1, 1965 (whichever event shall first occur), such Board of Governors shall be selected, elected and appointed by the vote in person or by proxy with one vote for each owner of each vacant lot, each improved lot and each condominium apartment or townhouse in NORTH SHORES, whether on leased land or not and with the limitation that any lot owner in NORTH SHORES will not be entitled to a vote for any lot which is improved in such fashion as to give the owner of the improvements, if other than the owner of the lot, as specified above, a vote. Upon the establishment of any such Board of Governors, such Board shall thereupon succeed to all the privileges, powers, rights and authority reserved by, vested in, and exercisable by the party of the first part, or such Board of Governors, as provided in this Schedule A. Furthermore, the said Board of Governors shall have the responsibility of administering NORTH SHORES, preparing an annual budget, to make capital additions to NORTH SHORES with full power and authority to draw up rules and regulations and enforce such rules and regulations for the proper management and operation of NORTH SHORES as a subdivision. The operation of the Board of Governors shall be as follows:

(a) Meetings of the Board of Governors shall be held at NORTH SHORES at such place as may be designated by the Board of Governors.

(b) *Annual Meetings.* The Board of Governors shall call an annual meeting of the property owners in NORTH SHORES for the second Saturday in May of each year, or at such later date as may be fixed by the Board of Governors. If a later date should be selected by the Board of Governors, written notice thereof shall be given to each property owner not later than April 15th of any year and such later date shall not be scheduled later than the second Saturday of June of any year. At such meetings there shall be elected by ballot members to the Board of Governors in accordance with these restrictions. The property owners may also transact such other business as may properly be brought before them.

(c) *Special Meetings.* It shall be the duty of the President of the Board of Governors to call a special meeting of the property owners of NORTH SHORES as directed by Resolution of the Board of Governors or upon a Petition signed by a majority of the property owners in NORTH SHORES. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at such special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the property owners present, either in person or by proxy.

(d) It shall be the duty of the Secretary of the Board of Governors to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this subparagraph shall be considered notice served.

(e) *Powers and Duties.* The Board of Governors shall have the powers and duties necessary for the administration of the affairs of NORTH SHORES and may do all such acts and things as are not by law or by these restrictions prohibited. In addition to the general duties imposed by restrictions, the Board of Governors shall be responsible for the following:

Maintenance, repair and replacement of the common elements, streets and facilities of the project such as, but not limited to, the construction and maintenance of jetties, groins, bulkheads, traffic control, signs, road entrance structures, landscaping, police protection, road maintenance, street lighting and other such duties as would ordinarily be provided and maintained by an attractive development such as NORTH SHORES together with the power to levy assessments to cover the expenditures and all other charges incurred by the Board of Governors in carrying out their duties hereunder.

(f) *Election and term of Office.* At the annual meeting of the Association next held after the adoption of this restriction, five (5) members of the Board of Governors shall be elected, one for the term of one year, two for the term of two years, and two for the term of three years. At the expiration of the initial terms of office of each respective member of the Board of Governors, his successor shall be elected to serve a term of three (3) years. The members of the Board of Governors shall hold office until their successors have been elected and qualified.

(g) *Vacancies.* Vacancies in the Board of Governors caused by any reason other than the removal of a member of the Board of Governors by a vote of the property owners shall be filled by a vote of the majority of the remaining members of the Board of Governors even though they may constitute less than a quorum, and each person so elected shall be a member of the Board of Governors until a successor is elected at the next annual meeting of the property owners and qualified to hold office.

(h) *Organization meeting.* The first meeting of a newly elected Board of Governors shall be held within ten (10) days of election at such place as shall be fixed by the Board of Governors at the meeting at which such members of the Board of Governors were elected and no notice shall be necessary to the newly elected members of the Board of Governors in order legally to constitute such meeting, providing a majority of the whole Board of Governors shall be present.

(i) *Regular Meetings.* Regular meetings of the Board of Governors may be held at such time and place as shall be determined, from time to time, by a majority of the Board of Governors, but at least two (2) such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Governors shall be given to each member of the Board of Governors, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

(j) *Special Meetings.* Special meetings of the Board of Governors may be called by the President on three (3) days notice to each member of the Board of Governors, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Governors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Governors.

(k) *Board of Governors Quorum.* At all meetings of the Board of Governors, a majority of the members of the Board of Governors, present at a meeting at which a quorum is present, shall be the acts of the Board of Governors. If, at any meeting of the Board of Governors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice.

(l) *Designation of Officers.* The principal officers of the Board of Governors shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Governors. The members of the Board of Governors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

(m) *Election of Officers.* The Officers of the Association shall be elected annually by the Board of Governors at the Organizational Meeting of each new' Board of Governors and shall hold office at the pleasure of the Board of Governors.

(n) *Removal of Officers.* Upon an affirmative vote of a majority of the members of the Board of Governors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Governors, or at any special meeting of the Board of Governors called for such purpose.

(o) *President.* The President shall be the Chief Executive Officer of the Board of Governors. He shall preside at all meetings of the property owners and of the Board of Governors. He shall have all of the general powers and duties which are usually vested in the Office of President of a Board of Governors, including but not limited to the power to appoint committees from among the property owners in NORTH SHORES from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of NORTH SHORES.

(p) *Secretary.* The Secretary shall keep the minutes of all meetings of the Board of Governors and the minutes of all meetings of the property owners; he shall have charge of such books and papers as the Board of Governors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

(q) *Treasurer.* The Treasurer shall have responsibility for the funds of NORTH SHORES and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the property owners of NORTH SHORES. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the property owners of NORTH SHORES and such depositories as may from time to time be designated by the Board of Governors.

(r) *Compensation.* No compensation shall be paid any officer or any member of the Board of Governors.

(21) The party of the first part reserves unto itself, its successors and assigns, the exclusive right to grade, change the grade of, re-grade, change the location of, close, or partly close any way, road, drive, lane, means of ingress, egress and passage, in NORTH SHORES: PROVIDED such grading, re-grading, change of location, closing or alteration shall not materially affect or interfere with the right of convenient ingress, egress, and passage to or from any lot, and shall not take any portion of any lot or land area sold or conveyed by the party of the first part, its successors or assigns, unto any third person before such change is effected.

(22) Nothing contained herein shall be construed so as to obligate the party of the first part, or its successors or assigns, to construct, build, or otherwise provide improved surfaces for any of the ways, roads, lanes, drives, or means of ingress, egress or passage, in NORTH SHORES.

(23) Before the parties of the second part, or any of them, or their heirs, or successors, as the case may be, shall convey the lot or land area described in the foregoing instrument of writing, or any part thereof, or any interest therein, to any subsequent party or parties, they shall first submit in writing the name of their prospective grantee or grantees, together with his or their address or addresses, and the amount of any bona fide sale price offered therefor, to the party of the first part. If the said party of the first part should not approve such prospective grantee or grantees as the owner or owners of property, or an interest in property, in NORTH SHORES, then and in such event the said party of the first part, its successors and assigns, shall have the option of exercising the right to purchase such property, or interest therein, so proposed to be conveyed, at the same price and upon the same terms offered by such prospective grantee or grantees: SUBJECT, HOWEVER, that if such option to purchase is not exercised by the party of the first part, its successors and assigns, in writing, within thirty (30) days after delivery of such notice, the party or parties of the second part, or their heirs or successors, as the case may be, shall then have the right and power to sell such property, or interest therein, to such prospective grantee or grantees, at the price offered by him or them. This present condition, or restriction, shall apply not only to the

party or parties of the second part named in the foregoing instrument in writing, as well as their heirs and successors, but also the same shall apply with equal force and effect to any and all future owner or owners of all or any part of the lot or land area described in the instrument of writing to which these presents are attached.

(24) Each owner in NORTH SHORES who is entitled to one vote shall be subject to an annual maintenance charge or assessment to be levied thereon by the party of the first part, its successors or assigns, on the first Monday in June in each and every year hereafter in an amount to be fixed by the Board of Governors. Upon default of payment of any such charge or assessment, the Board of Governors may institute proceedings at law or in equity as may be necessary to enforce collection of the same, with legal interest thereon from the due date thereof.

(25) The party of the first part, its successors or assigns, may adjust the annual maintenance charge or assessment herein provided, at such times and from time to time, as in the opinion of the party of the first part, its successors and assigns, the needs of NORTH SHORES may require.

(26) The party of the first part, for itself and its successors and assigns, hereby expressly reserves the right to assign and transfer the foregoing power to assess, collect, disburse and adjust such charges or assessments unto a service or maintenance corporation or association, the members of which comprise the owners of lots in NORTH SHORES. Upon the formation of such a corporation or association, and the assignment to and acceptance by it of such right and power by proper and necessary instruments of writing, whereby said corporation or association assumes any and all duties, liabilities, and responsibilities of the party of the first part, its successors and assigns, for the collection, disbursement, and adjustment of such assessments, thereupon the party of the first part, its successors and assigns, shall at once and forever be relieved of and from any and all liability by reason of the collection and disbursement of such charges or assessments. By the acceptance of the instrument of writing to which these presents are attached, the party or parties of the second part, and each of them, and their heirs and assigns, are hereby bound to become a member of any such service or maintenance corporation or association, if, as and when the same is formed.

(27) Nothing contained in this Schedule A, or in the Instrument of writing to which the same is attached, shall be construed in any manner so as to impose upon the party of the first part, its successors and assigns, any liability for property damage and/or personal injury occurring to any person or persons whomsoever, for or by reason of the use of the ways, roads, drives, lanes, easements, or waterways, or any of them, in NORTH SHORES. Any and all persons using any such ways, roads, drives, lanes, easements, waterways, or any of them, shall do so at their own proper risk and without any liability whatsoever on the part of the party of the first part, or its successors or assigns.

(28) The foregoing reservations, restrictions, covenants and limitations, and each of them, shall run with the land and the title thereto as conveyed by the Instrument in writing to which these presents are attached, and the same shall be binding upon all the parties thereto, and upon all persons claiming thereunder until such time as by the vote or the written consent of a majority of the owners of all lots and the land area located within NORTH SHORES, it shall be agreed to change or alter same, either in whole or part; and upon taking any such vote or obtaining any such written consent, the owner of each lot or land area in NORTH SHORES shall have as many votes as he, she, it or they may own lots situate within NORTH SHORES.

(29) In the event any party to the foregoing Instrument of writing to which these presents are attached, or his, her, or its heirs, successors or assigns, as the case may be, shall violate or attempt to violate any of the foregoing restrictions, reservations, covenants, limitations and conditions, while the same remain in force and effect, then and in such an event, it shall be lawful for any other person or persons owning a legal interest in any lot located in NORTH SHORES to bring any proceedings or take any action, either in law or in equity, against such violator of any of the foregoing limitations, reservations, restrictions, covenants and conditions, as may be appropriate to prevent or abate the violation thereof, or to recover damages resulting from any such violation or attempted violation thereof.

(30) The invalidating of any of the foregoing restrictions, limitations, covenants, reservations, or conditions, or any provisions thereof, by any Court of competent jurisdiction shall in nowise affect or impair the full force and effect of any and all of the remaining provisions thereof, and in any such event, all such other reservations, limitations, restrictions, covenants, conditions and provisions as are not expressly invalidated thereby shall remain in full force, effect and virtue.

(31) [Wherever in the Restrictions of NORTH SHORES the words "development committee" or "committee" appear, such words shall be deleted and the words "Board of Governors" substituted in lieu thereof.][N.B.: The prescribed changes have been adopted in the foregoing restatement.]

(32) Private Tennis Courts on single family residential lots in North Shores are restricted, as follows: Tennis Courts shall be constructed at least fifty (50) feet from each lot line and shall be at least one hundred (100) feet from any adjoining residential structure or dwelling, as measured from the greater of the perimeter of the fence or paved/treated surface area. Tennis Courts shall not be lighted.

The text of "Exhibit A -- Architectural Requirements" appears on the following page

EXHIBIT A -- ARCHITECTURAL REQUIREMENTS

AMENDMENT TO COVENANTS -- NORTH SHORES BOARD OF GOVERNORS, INC.

NORTH SHORES, REHOBOTH BEACH, DELAWARE

October 12, 2005

As Filed December 7, 2005

1. STATE OF DELAWARE AND SUSSEX COUNTY REGULATIONS

- a) In accordance with the Building Code of Sussex County, Delaware, all new construction and alterations to existing construction requires application for, and subsequent issuance of, a Sussex County Building Permit. Design requirements are based on the current State of Delaware Building Code, as well as on local zoning ordinances, DNREC and F.E.M.A. regulations. Items subject to the building permit process include, but are not limited to, new construction; additions; free standing or attached sheds, screen porches, kiosks, gazebos, porches, balconies, and decks; swimming pools; fences; docks; piers; and HVAC, Plumbing and Electrical alterations.
- b) Specifically exempt from the building permit process are repairs such as re-roofing, painting and window replacement.
- c) If any question arises as to specific applicable improvements, the homeowner must call the Sussex County Building Code Department, Georgetown, Delaware.

2. SUBMITTAL AND APPROVALS

a) TO SUSSEX COUNTY

Application for Building Permit and Zoning approval may be handled by the homeowner or by his contractor. This will require completed and signed Applications accompanied by documents such as site plan and construction drawings.

b) TO NORTH SHORES

Since its inception, North Shores' covenants have required submittal of drawings and approval of all construction within the subdivision. This document shall define regulations for new construction and modifications within the North Shores development. The purpose of these regulations is to ensure the continuing integrity and harmony of the community as a whole, and for the protection, safety, and quality of life of the immediate neighbors and those in proximity who are most affected.

The homeowner shall submit a preliminary dimensioned site plan, floor plans, elevations and FFA, GFA and "Footprint" Area Calculations for North Shores Board of Governors approval to avoid costly design changes caused by Board review. These plans and elevations shall be printed and submitted at reduced scale so that they can be simultaneously FAX transmitted to all Board members for an accelerated review and response. Board approval or rejection of any preliminary site plan, floor plans, and elevations shall be based upon the criteria outlined herein. Ultimately, final site plan and construction drawings must be submitted and will be approved if no deviation from the preliminary drawings has occurred and the plan and drawings comply with these regulations. Insufficient explanation detail on the plan or drawing is cause for rejection of an application.

This document, which will be made a part of the Declaration of Covenants, Conditions and Restrictions, is a legal agreement among all property owners in North Shores. These restrictions establish direction on the use and development of all property in North Shores to protect the character and environmental quality of the community for the benefit of its members. Changes to these restrictions may be made by the North Shores Board of Governors in the manner prescribed by the covenants.

In addition to the drawings, henceforth, North Shores shall require documentation that, if applicable, the Owner will submit, or has already submitted, for a zoning (Site Plan) permit and building permit with Sussex County. A photocopy of said permits shall be submitted to North Shores prior to the commencement of construction. All structures must be used for residential purposes only. All structures must be made of new materials. No prefabricated buildings are permitted.

3. SPECIFIC NORTH SHORES RESTRICTIONS

- a) **Drainage:** All changes of grade which will modify the flow, or change the direction, of rainwater runoff onto adjacent properties will be prohibited.
- b) **Lot Coverage:** Lot coverage by a dwelling and/ or any other structure* shall not exceed 35% of the lot area. The lot area is defined by the metes and bounds boundary lines.

* Includes all structures under the roof, including garages, carports, sheds and covered decks and porches. Uncovered decks, balconies, patios, and stairs elevated more than 3 feet above street grade elevation shall be calculated as 50% of "under roof" structures. These generally require 42" high railings. Decks and patios less than 3 feet above street elevation shall not be tabulated as lot coverage.

Exception: Decks and ramps extending to the east from ocean front dwellings shall not be tabulated as lot coverage, provided that their floor surface is at, or below, the First Floor Elevation.

- c) **Pervious Area:** Pervious areas are required for proper percolation of rainwater into the ground, thus minimizing runoff. These areas shall be controlled by these regulations. Roofed structures, concrete and bituminous driveways, walkways and patios, tennis courts and swimming pools are impervious.

- (1) Driveways and parking areas shall be of pervious (permeable) material such as gravel, crushed stone with no "fine" material, or interlocking pre-cast pavers such as "EC0-1 Permeable Pavement System" or similar product with equal or better permeable properties. All driveway and parking area materials specifications must be submitted to North Shores Board of Governors for approval.

- (2) Wood decks with slats no wider than 8 inches and gapped no less than 3/16 inch shall be considered as pervious.

- (3) Due to potential and existing drainage problems within the development, and to ensure the proper percolation of rainwater into the ground, North Shores shall require at least 40% of each lot to remain pervious.

- d) **Finished Floor Area (FFA):** Also better defined as "Useable Floor Area"; The FFA shall be calculated as the sum of floor areas of all livable floors. Livable floors shall be defined as the sum of all spaces covered by roof or ceiling whose height exceeds six feet six inches (6'-6") and is enclosed by walls, partitions or glass, and whose finished floor joist structure occurs above the "base flood elevation", except that finished attic areas encompassed by sloped roofs shall be calculated at 35% of other livable floor areas. "Attic" is defined as that FFA where 60% of the living space, (*i.e.* volume), is above the maximum elevation of the eaves of the dwelling, therefore within the vertical confines of the sloped roof. See Item 3(h) (2) for the designated maximum elevation of the eaves. Stairwells, including landings, shall be calculated at 50% of the horizontal plane of each floor they serve.

FFA for ocean front dwellings shall not exceed 5500 Square Feet.

FFA for all other dwellings shall not exceed 5000 Square Feet.

- e) **Gross Floor Area (GFA):** Same as (d) above, except that the following areas shall be added to the FFA, the sum of which will constitute the GFA:

- (1) The total areas of spaces covered by roof or ceiling structure with a headroom height of six feet (6'0") or greater, whose slab, floor or earth occurs below the "base flood elevation."

- (2) The total areas of covered or roofed, open or screened porches, balconies, covered exterior stairs and decks.
- (3) 50% of the tabulated areas of non-covered porches, balconies, stairs and decks which occur above the "base flood elevation."
- (4) 100% of the tabulated "attic" areas where the headroom height is 6'-0" or greater.

GFA for any dwelling shall not exceed 55% of the lot size.

- f) **Aesthetic Variation of Facade and Roof Lines:** A minimum of 20% of the front facade and roof eave line and 10% of the side and rear facades and roof eave lines shall be offset at least 12 inches from the primacy vertical plane of the facade (and roofline). This can be accomplished by indentations, projected windows and the like. Any variances from this regulation are subject to Board approval or denial.

The purpose of this regulation is to break the monotonous effect of long and high walls as viewed by the community, and especially by the adjacent neighbors in very close proximity.

- g) **Building Height:** North Shores ocean front dwellings shall have a maximum building height of 38 feet above base flood elevation. Other dwellings shall have a maximum building height of 35 feet above base flood elevation.

Exception: Chimneys, cupolas, turrets, widow's walk railings and sloped roof peaks may extend above that height but shall not exceed a combined horizontal plane area of 1200 square feet and shall not exceed the height allowed by Sussex County.

- h) **Other Elevation Restrictions and Limitations:**

- (1) **Elevation of the First Living Floor:** Shall not exceed an elevation of 11'-0" above the grade elevation in the center of the street at the centerline of the lot (previously and henceforth referred to as "street elevation"). This will allow an ample clear height for floor framing, beams, and clear height for sheltered parking of cars, etc. It also allows grading away from the garage for drainage.

Exception for Oceanfront Lots: Elevation of the First Living Floor for oceanfront dwellings shall not exceed 13'-0" above the grade elevation in the center of Ocean Drive at the center line of the lot.

- (2) **Elevation of the Roof Eave/Gutter Line from the Centerline of the Street:** Shall not exceed an elevation for oceanfront dwellings of 34'-0" above street elevation and for all other dwellings of 31'-0" above street elevation. All living areas above this elevation shall be encompassed within a sloped roof framing system with the same exception as 3(g) above. Flat roofs and roofs comprised of sun decks shall be allowed an elevation above street elevation not to exceed 31'-0". An additional 3'-6" will be allowed for open railings if a roof sun deck is incorporated.

Exception 1: Dormers, gable ends and other vertical faces comprising a maximum composite width of less than 40% of the roof eave perimeter shall be allowed to extend above the stated elevation of the roof eave/gutter line.

Exception 2: Sun decks and widows walks with a total area of less than 400 square feet shall be allowed above the height limitation provided that it is incorporated above or within the sloped roof configuration.

- (3) **Mansard Roofs:** In considering the elevation of the roof eave / gutter line, mansard roofs and roofs of greater than 12/12 (45°) pitch shall be considered as a vertical wall enclosing living space. These shall be limited to a maximum elevation of 34'-0" for oceanfront and 31'-0" for other dwellings as in item (h) (2) above, *i.e.* flat roofs.

- (4) **Sun Decks:** Sun Decks shall have no area limitation if the top of the deck railing is at an elevation less than 34'-0" for oceanfront, and 31'-0" for other houses, above street elevation. Sun decks and "widows walks" above that height shall be limited to a total area of 400 square feet, as indicated in (h) (2), Exception 2, above.

i) **Property Line Setbacks:**

- (1) Front and rear property line setbacks shall conform to Sussex County requirements.
- (2) Lots abutting canals and the marina shall be considered as waterfront. Building setbacks from the property line abutting the waterway shall be at 30 feet from that property line.
- (3) Side yard setbacks for all lots shall be 15 feet.

Exception 1: For each foot of lot width less than 100 feet measured at any point perpendicular to the proposed exterior side wall of the dwelling, each side yard setback would decrease by 4 inches. In no case shall any dwelling be closer than 10 feet from the side property line.

Exception 2: Corner lots with two front yard setbacks and one side yard setback shall have a 10 foot side yard setback.

j) **Fences, Screening Walls, Sheds, Gazebos, Etc.:** These items must also be reviewed by, and receive approval from, the North Shores Board of Governors. Restrictions include, but are not limited to, the following:

- (1) Galvanized or other metallic metal or chain link fencing will not be allowed. Black or forest green vinyl-coated chain link fencing is allowed if there is no objection from the adjacent neighbors and functional circumstances so dictate. Black ornamental iron fencing and appropriate wood fencing is encouraged. Approval or rejection of black or forest green vinyl-coated chain link fencing by the Board of Governors shall be guided by the character of the fencing compared to the harmony of the community, as well as the factors outlined in sub paragraphs below.
- (2) No fences higher than 6'-4" shall be allowed within 5'-0" of any property line.
- (3) Fences which continue forward of the front setback line of contiguous adjacent houses must first have the agreement from both contiguous homeowners, in writing. Thereafter, the North Shore Board of Governors may approve or reject such fences based upon the criteria outlined herein, taking into consideration the health, welfare, safety, and property values of the community and adjacent homeowners.
- (4) With the exception of oceanfront properties**, no fences shall be placed within 10'-0" of the front property line without waiver consent from the North Shores Board of Governors.

** Because oceanfront properties face the ocean, waivers will be granted along Ocean Drive to allow screen fencing to visually protect the Community from the parking areas and carports. Fence design requires North Shores Board of Governors' approval pursuant to the guidelines in (i)(3) above.

- (5) Storage sheds which are not attached or an integral part of the house "footprint" are prohibited. Thus, freestanding storage sheds are prohibited.
- (6) Attached structures such as gazebos, garages, or showers are prohibited beyond the setbacks set forth in the restrictive covenants without a variance from the Board of Governors.
- (7) No swimming pools, hot tubs, or similar structures shall be allowed forward from the front yard building restriction line. Before any construction can commence on any swimming pool, hot tub, or similar structure, a homeowner must submit a plan or drawing to the Board of Governors that details how the water shall be drained when backwashed, and at the end of the season. All plans or drawings for these structures must meet all applicable government regulations.

- (8) Basketball backstop structure details and location plat must be submitted to the North Shores Board of Governors for approval if placed forward from the front line of the house. A basketball backstop may not be placed within the area from the front yard setback to the street.
 - (9) Air conditioning condensing units and heat pumps shall be placed to the rear of all dwellings and shall be sound buffer screened to shield the sound from all contiguous neighbors. Side yard installation is prohibited, except by specific variance from the Board of Governors.
 - (10) Oil and propane gas tanks shall be placed to the rear of all dwellings at least 15 feet from all property lines and shall be totally screened with shrubs to the height of the tank, plus 24 inches.
- k) **Variances:**
- (1) If, owing to exceptional circumstances or conditions, the application of these regulations would provide an unnecessary hardship to the property owner, a variance from these regulations may be granted by the Board, provided that such variance is without detriment to neighbors or the community and does not deviate from the purpose and intent of these regulations.
 - (2) Variances, which may be granted, may have conditions by the Board.
- l) **Construction and Demolition:** Once the construction or demolition of any building has been commenced in North Shores, such construction or demolition 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 ninety (90) days shall be prima facie evidence of intent to abandon the same in its partially completed state, and shall be deemed to be a nuisance.
- m) **Nuisances:** It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds upon such numbered lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the beauty of the specific area. No noxious or offensive activity shall be carried on upon any numbered lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained upon any numbered lot any plant, animal, device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.
- n) **Grandfather Clause:** Existing dwellings are "grandfathered" to the extent of like replacement or repair if involuntarily damaged or destroyed.

4. **SUMMARY**

These regulations apply not only to new construction and renovations, but apply also to replacement of existing dwellings voluntarily, partly or fully, demolished by the owner of the property.