



SHORELINE AND WATERWAY MANAGEMENT SECTION Coastal Construction Application

Public Notice No. WSS20250265 Date: 07/20/2025

Application Submitted: **07/11/2025**

To mechanically scrape sand from the beach to rebuild the dunes

Route 1 North Bethany

Tax Map # **134-5.00-152.00**

Applicant Information

Name: Denise Rines

Property Type: Residential: Single Family

Activities:

- Earth work
 - Scraping : Seaward

Dune Preservation Information:

What mitigating measures will be taken to prevent disturbance and damage to the dune during construction?

Planting bare or disturbed areas with native dune vegetation

Other measure(s) description:

Scraping:

Do you know who will be conducting the work?

No

Contractor Name

Contractor Phone number

Wetlands:

Will any work be occurring on regulated wetlands located on this lot?

No

Deed/Lease/Sales contract

Tax Map & Parcel Nos.:
1-34 5.00 120.00 through 168.00 (inclusive); and
1-34 5.00 266.00 through 285.00 (inclusive)
Prepared By and Return to:
Steen, Waehler & Schrider-Fox, LLC
P.O. Box 1398
92 Atlantic Avenue, Unit B
Ocean View, DE 19970
MRSF

SECOND
AMENDED & INTEGRATED
RESTRICTIVE COVENANTS FOR COTTON PATCH HILLS

WHEREAS, the Cotton Patch Hills Association (hereinafter "Association") and the members thereof, being owners of Lots in Cotton Patch Hills, a subdivision in Baltimore Hundred, Sussex County, Delaware (hereinafter "Owners") are bound by a certain Schedule A, Restrictive Covenants, recorded at the Office of the Recorder of Deeds, in and for Sussex County, in Georgetown, Delaware, in Deed Book 2061, page 079, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 2361, page 033, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 2564, page 044, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 2628, page 254, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 2845, page 147, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 3045, page 219, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 3117, page 042, et seq.; as amended and restated by the Amended & Restated Restrictive Covenants recorded at the Recorder of Deeds aforesaid in Deed Book 5045, page 61, et seq. (hereinafter collectively "Restrictive Covenants"); and

WHEREAS, the Restrictive Covenants are applicable to all of the Lots in Cotton Patch Hills, the plot plan for which was originally recorded in Plot Book 5, page 2; as revised by Plot Book 8, page 607; the First Addition to Cotton Patch Hills, recorded in Plot Book 8, page 603; and the Second Addition to Cotton Patch Hills recorded in Plot Book 8, page 604; and

WHEREAS, the Association and Owners desire to amend the Restrictive Covenants again by revising certain provisions related to summer construction in existing Sections 6(f)(A), Section 7(k), Section 8 and Section 5(1) of the Design Guidelines and Procedures appended to the Restrictive Covenants; and

WHEREAS, as before when the Amended & Restated Restrictive Covenants were recorded in 2018, the Association again desires to place of record a single document which integrates and includes all of the amendments previously and lawfully made as of

the date of this recording, including the above-described amendments recently approved, so that the Owners may have one, convenient document to which they can refer concerning the restrictions and covenants for the community; and

WHEREAS, any interested Owner or other person may review the documents upon which this integrated document is based, as all are a matter of public record and are available at the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware.

NOW THEREFORE the Board of Directors for the Cotton Patch Hills Association does hereby set forth and restate the Restrictive Covenants for Cotton Patch Hills as follows:

COTTON PATCH HILLS
SCHEDULE A
RESTRICTIVE COVENANTS

PROVIDED, HOWEVER, and it is hereby expressly stipulated, understood and agreed that all and singular the lands and premises shown and delineated upon said Plat of COTTON PATCH HILLS, aforementioned, as well as the title to all and singular the lands and premises shown thereon and delineated thereby, as well as all property hereby conveyed in pursuance thereof, are subjected to the following Restrictive Covenants, Reservations and Remedial Clauses, viz:

- 1. UTILITY EASEMENTS:** COTTON PATCH HILLS is subjected to all those prior easements and rights-of-way herefore granted, as follows:
 - a.** Unto Eastern Shore Public Service Company by Right-of-Way Agreement dated, April 15, 1939, from Atlantic Coast and Inland Corporation, and now of record in the Office of the Recorder of Deeds, aforesaid, in Deed Book 317, Page 473, &c; and
 - b.** Unto Sussex Shores Water Company, by Deed of Easement from Mary A.J. Short, et al, dated November 30, 1959, and now of record in the Office of the Recorder of Deeds, aforesaid, in Deed Book 524, Page 315, &c; and
 - c.** Unto Delaware Power & Light Company, by Deed of Easement from Margaret Dunning, dated August 14, 1963, and now of record in the Office of the Recorder of Deeds, aforesaid, in Deed Book 563, Page 546, &c., all as reference thereunto being had will more fully and at large appear.
- 2. BARRIER DUNE:** The owner of any Lot or Lots in COTTON PATCH HILLS 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 COTTON PATCH HILLS 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 also comply with all lawful rules, regulations and policies prescribed by said Department in pursuance of said Statute with respect to the use of any such Lot or Lots which comprise a part of the Barrier Dune area of COTTON PATCH HILLS.

3. **RESIDENTIAL USE:** All numbered Lots in COTTON PATCH HILLS shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed, or permitted to remain upon any such numbered Lot other than one (1) detached single family dwelling and one (1) small accessory building not exceeding one (1) story in height upon numbered Lots One (1) to Thirty-one (31), and lots Thirty-nine (39) to Sixty-five (65), both inclusive, or one (1) such dwelling and two (2) small accessory buildings neither exceeding one (1) story in height upon numbered Lots Thirty-two (32) to Thirty-eight (38), both inclusive. The use of any such dwelling or accessory building shall not include any activity normally conducted as a business. No such accessory building may be constructed prior to the construction of the main dwelling. Upon those numbered Lots where but one (1) accessory building is permitted, it may include a detached private garage and/or servant's quarters. Upon these numbered Lots where two (2) accessory buildings are permitted, one (1) of the them may include a detached private garage and/or servant's quarters and the other may include a detached private boat house and/or garage and/or servant's quarters. All such accessory buildings shall be used solely in connection with the main dwelling. The main dwelling or an accessory building may include a guest suite or like facility, but any such suite must be without a kitchen and may not be rented, leased, used, or occupied except as a part of the entire premises including the main dwelling.
4. **RESUBDIVISION:** No numbered Lot within COTTON PATCH HILLS, as delineated upon the Plat thereof, aforementioned, shall be subdivided, sold, or otherwise aliened in a lesser or smaller parcel, or combined into a larger parcel, except in accord with a Supplemental Plot Plan thereof bearing the approval of Cotton Patch Hills Association, a Delaware corporation, or its successors, and recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware.
5. **MAIN DWELLINGS:** No less than one (1) full numbered Lot, as delineated upon the official Plat thereof aforementioned, or a Supplemental Plot Plan, as aforementioned, shall be provided for each main dwelling to be erected, altered, used, or maintained in COTTON PATCH HILLS.
6. **DEVELOPMENT APPROVAL:** In order to insure the development and maintenance of COTTON PATCH HILLS as a residential development of high standard, Cotton Patch Hills Association, a Delaware corporation, or its

successors, shall be vested with the power to control all buildings, structures, or improvements to be placed upon any numbered Lot or other land area within COTTON PATCH HILLS. Where a conflict exists between these covenants and the height, area and bulk requirements of other jurisdictions (e.g. Sussex County, the State of Delaware), the more restrictive regulation shall apply.

a. Building Plans: The owner or occupier of each and every numbered Lot, or other land area within COTTON PATCH HILLS, by accepting title thereto, or by occupying the same, hereby covenants and agrees that no building, structure, or improvement shall erected, altered, placed, or permitted to remain upon any such Lot, or other land area, unless and until the plans and specifications therefore shall have first been approved in writing by Cotton Patch Hills Association, or its successors, and that each such building, structure, or other improvement shall be erected, altered, placed, or permitted to remain upon the premises only in accord with such approved plans and specifications therefor. If the Association, or its successors, shall fail or neglect to disapprove any such plans and specifications within thirty (30) days after receipt of a written request therefor, then and in any such an event, written approval thereof shall not be required. PROVIDED, HOWEVER, that no building, structure, or improvement shall be erected, altered, placed, or permitted to remain on any such Lot, or other land area, which violates any of these Covenants, Restrictions, or Reservations as are hereinbefore or hereinafter set forth. All submitted plans shall be accompanied by a check for an amount to be determined by the Board of Directors payable to Cotton Patch Hills Association, which check shall be nonrefundable, except in the discretion of the Building Committee. No plans will be considered by the Building Committee unless accompanied by this deposit. This money will be used when necessary to pay for professional services needed to evaluate the submitted plans for covenant compliance.

There shall be posted with the Association at the time of application a Security, Compliance and Damage Deposit ("Deposit") for construction and/or exterior renovation in an amount equal to ten percent (10%) of the total construction cost, said amount not to exceed Ten Thousand Dollars (\$10,000.00); said Deposit shall be required for any new home construction, any exterior renovation or exterior construction, for the purpose of guaranteeing adherence to the covenants and regulations applicable to Cotton Patch Hills, especially but not limited to Regulation #5(1) prohibiting any exterior construction between Memorial Day and Labor Day of any year, clean up of job site and reimbursement for damages to the community. Said Deposit shall be held in a non-interest bearing account and shall be returned to Applicant within thirty (30) days from date of receipt of written request therefor and determination by Board that all terms and conditions have been met. In addition to forfeiture or application of said Deposit, the Board of Directors, in its business judgment, may bring any proceeding, take any action, either in law or in equity, against the violator of any of the covenants

and regulations applicable to Cotton Patch Hills. The Association is empowered to collect in any action, whether in law or in equity, for enforcement of the covenants and regulations, all costs and expenses, including reasonable attorney's fees, incurred in such action.

b. Design Covenants: Cotton Patch Hills Association, or its successors, or its Building Committee, 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 sole discretion of the Association or its successors or its Committee for purely aesthetic or other reasons; and in passing upon such plans and specifications, grading and landscaping plans or changes, the Association or its successors, or its Committee shall have the right to 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, and 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 from the adjacent or neighboring property, and any and all factors which, in its opinion, would affect the desirability or suitability of such proposed improvements, erections, alterations or changes.

The objectives of the design covenants are to promote those qualities in the environment which bring value to Cotton Patch Hills and to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation, and topography.

c. The Building Committee: The number, terms, manner of appointment, and removal of members of the Building Committee shall be as provided in the Association bylaws. The Building Committee shall have the power to interpret, administer and render decisions involving the design covenants in accordance with duly adopted and published Design Guidelines, all as provided in this Deed and the Association bylaws.

d. Design Guidelines: The Building Committee shall adopt, after Notice and Association hearing, and publish Design Guidelines and Procedures for the application of these design covenants. The Design Guidelines are intended to assist the Building Committee and owners of property in COTTON PATCH HILLS in the ongoing process of community design and shall include:

- (1) Aspects and objectives of review,
- (2) Principles and criteria used in applying the foregoing standards to achieve the required objectives,
- (3) Specifications for a plan of construction or alteration,
- (4) Review and appeal procedures,

(5) Such other topics as may be appropriate or required by the Association documents.

e. Variances: The Building Committee may recommend the Board of Directors authorize variances from compliance with any of the provisions of the Design Guidelines and Procedures and any construction related sections of the Schedule A Restrictive Covenants when circumstances such as topography, natural obstructions, hardship or environmental considerations require, but only in accordance with duly adopted rules and regulations that govern the variance. Such variances for an applicant may only be granted, however, when unique circumstances dictate. No variance shall (a) be effective unless it is confirmed in writing, (b) be contrary to the restrictions set forth in the body of the Schedule A Restrictive Covenants, or (c) prevent the Board of Directors from denying a similar variance in other circumstances. For purposes of this paragraph, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. In granting any variance in accordance with this paragraph, the Board must make a specific finding that enforcement of the design or construction standard in question would impose an unfair burden on the requesting owner and, further, must state the reasons for granting the variance, as well as the exact nature and extent of the variance, in writing. Said writing shall be part of the records maintained by the Association. Upon receiving written approval for a specific variance or exception from the requirements of the design or construction standards, all development conforming to such variance or exception shall be deemed compliant with these restrictive covenants.

f. Liquidated Damages: In the event any owner fails to strictly adhere to the terms and conditions of the Design Guidelines and Procedures or any construction related sections of the Schedule A Restrictive Covenants, or in the event any owner fails to obtain the approval of the Association prior to beginning construction activities, the Association shall be entitled to the recovery of liquidated damages from the violating owner in the amounts set forth below:

(A) For construction, demolition or other prohibited work during the Memorial Day/Labor Day moratorium, the Association shall be entitled to liquidated damages in the initial, minimum amount of \$25,000.00, plus \$5,000.00 per day after written notice from the Association to cease construction or other activities has been given to the violating owner. Minor, interior, one-day repair jobs, interior painting, and landscaping shall not be subject to this liquidated damages provision. Emergency repairs, approved by the Board of Directors as a special exception in accordance with the Design Guidelines and Procedures, shall not be subject to this liquidated damages provision.

(B) For proceeding with exterior building modifications of any kind, including, but not limited to, paving; construction, replacement or repair of a deck, balcony or patio; construction of exterior steps; etc., without the prior approval of the Building Committee shall entitle the Association to liquidated damages in the amount of \$25,000.00.

(C) For proceeding with major construction activities, building modifications (in excess of \$50,000.00) or building repairs without the prior approval of the Building Committee and payment of an appropriate construction deposit shall entitle the Association to liquidated damages in the amount of \$25,000.00. Any and all construction deposits paid by an owner to the Association may be used and applied towards the liquidated damages due and owing from said owner.

Where liquidated damages are called for in this restriction, the owner hereby expressly agrees that the sums set forth above shall be deemed to be liquidated damages and that such sums are reasonable in light of the normally difficult nature of predicting or in determining with any certainty an accurate amount of actual damages associated with an owner's failure to strictly adhere to the terms and conditions of the Design Guidelines and Procedures or any construction related sections of the Schedule A Restrictive Covenants.

7. Development Requirements:

a. Building Front: The main dwelling erected upon any numbered Lot located in COTTON PATCH HILLS shall front as follows:

(1) Numbered Lots 1, 5, 9, 13, 3, 7, 11, 15, 17 to 22, both inclusive, and 39, 40, 59, 60, 61, 63, 65, 43, 44, 55, 56, 47 to 52, both inclusive, and 32 to 38, both inclusive, to the East; and,

(2) Numbered Lots 2, 6, 10, 14, 4, 8, 12, 16, 42, 41, 58, 57, 62, 46, 45, 54, 53, 64, and 23 to 31, both inclusive, to the West.

To "front" means that the building erected on a Lot shall have a means of access to the main living floor from the front side as defined herein. The direction in which the main dwelling shall face or front upon any numbered Lot, as aforesaid, shall determine which is the front line of the numbered Lot.

b. Set-back Lines: The following building set-back lines are hereby established for each numbered Lot in COTTON PATCH HILLS, and the front yard, side yards and rear yard of each such Lot shall be maintained free of any buildings or structures, or part thereof, in accord herewith, except as hereinafter provided:

(1) The front yard setback line thereof shall be twenty-five (25) feet from the front line of such Lot;

(2) The rear yard setback line thereof shall be twenty-five (25) feet from the rear line of such Lot;

(3) Each side yard setback line thereof shall be fifteen (15) feet from the respective side lines of such Lot;

(4) In case of a single ownership of more than one (1) numbered Lot which are contiguous, then the foregoing set-back lines shall apply to the parcel owned as a whole if the owner or occupier thereof makes use of the same as a whole. If the whole is composed of contiguous Lots which front in opposite directions, then the front line and front yard of the whole shall be determined by the direction in which the owner or occupier of the whole shall front or face the main dwelling, by and with the approval of Cotton Patch Hills Association, or its successors, as aforesaid;

(5) No more than one (1) small accessory building not exceeding one (1) story in height shall be permitted except upon numbered Lots Thirty-two (32) to Thirty-eight (38), both inclusive, where two (2) small accessory buildings neither exceeding one (1) story in height shall be allowed. Any accessory building must be attached to the dwelling and be within the set-back limits above set forth. No accessory building may be constructed prior to the construction of the main dwelling. All accessory buildings must be used solely in connection with the main dwelling. The main dwelling or an accessory building may include a guest suite or like facility, but any such suite must be without a kitchen and may not be rented, leased, used or occupied except as a part of the entire premises, including the main dwelling.

(6) Any accessory building which includes a boat house may be erected, altered, placed, or permitted to remain on any of numbered Lots Thirty-two (32) to Thirty-eight (38), both inclusive, without any rear yard between it and the water's edge of "Wharton's Cove", or "Line Ditch", as the case may be.

c. Minimum Floor Area: No main dwelling shall be erected, altered, maintained or used in COTTON PATCH HILLS, the square footage of the primary living floor of which is less than one thousand two hundred fifty (1,250) square feet, exclusive of all porches, breezeways, carports, garages, terraces, stoops and the like.

d. Lot Coverage and FAR: The building area of any numbered Lot located in COTTON PATCH HILLS shall not exceed forty-five percent (45%) of the entire land area of such numbered Lot and shall not exceed a Floor Area Ratio (total living space/total lot space) of FAR .5/1. For example, on a lot of 12,500 sq. ft. the total floor area allowed would be $12,500 \times .5 = 6,250$ sq. ft. Total

Living Space is the sum of the square footage on all floors of the dwelling including weatherized living spaces, unweatherized and weatherized storage spaces above the entrance level or ground floor level, enclosed or unenclosed porches, and covered or uncovered decks except for ground level decks within the building footprint. Accessory buildings and swimming pools shall be included in the calculation of building area and FAR.

e. Building Height: No dwelling shall exceed in height an imaginary plane established over its lot by measuring the mean elevation of the lot in its natural condition (ungraded, unfilled and unexcavated), landward of the dune line and adding 38 feet. For example, if the mean elevation of a raw lot is 5 feet landward of the dune line, the imaginary plane would be established at an elevation of 43 feet. The mean elevation shall be the elevation midway between the extremes of the lot.

The maximum elevation of gable, hip, and gambrel roofs shall be measured at the highest roof ridge. The allowed elevation of shed roofs shall be measured at the highest ridge and shall be eight feet less than the determined maximum elevation for the lot. The allowed elevation of flat roofs shall be measured at the highest point of the coping and shall be eight feet less than the determined maximum elevation for the lot. The allowed elevation of mansard roofs shall be measured at the highest point of the parapet and shall be six feet less than the determined maximum elevation for the lot.

Projections such as turrets, cupolas, widow's walks, decks and railings, and other structural or architectural features shall be included in the determination of a dwelling's height. Flagpoles, antennas, and chimneys shall not be included in the determination of a dwelling's height.

f. Building Materials: All construction in COTTON PATCH HILLS shall be of new materials, and the movement of old buildings, or parts of old buildings, upon any lot or land area situate therein is strictly prohibited.

g. Garbage Receptacles: Each Lot owner in COTTON PATCH HILLS shall provide receptacles for garbage in a screened area not generally visible from any Way, or provide under-ground garbage receptacles or similar facility in accord with reasonable standards established by Cotton Patch Hills Association, or its successors. Each lot may provide closed receptacles for garbage and refuse at the edge of the property line at street edge.

h. Storage Receptacles: All fuel tanks, heat pumps, air conditioners or similar devices shall be screened from view or placed underground.

i. Service Yard: The owner or occupier of each numbered Lot in COTTON PATCH HILLS must construct a screening fence to shield and hide from view a

small service yard, the plans and specifications for which must be approved by Cotton Patch Hills Association, or its successors, as aforesaid.

j. Sanitation: With public sewerage mains available, all premises adjacent to such public sewer mains shall thereupon be connected therewith at the expense of the owner of such premises.

k. Construction and Demolition: Once the construction or demolition of any building has been commenced in COTTON PATCH HILLS, such construction or demolition shall proceed without delay until the same is completed, except where such completion is interrupted due to the Memorial Day/Labor Day moratorium or 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 thirty (30) days shall be PRIMA FACIE evidence of a intent to abandon the same in its partially completed or demolished state, and shall be deemed to be a public nuisance.

l. Temporary Structures: No structure of a temporary character and no trailer, tent, barn, tree-house, or other similar outbuilding or structure shall be placed on any numbered Lot, or land area, within COTTON PATCH HILLS at any time, either temporarily or permanently: PROVIDED, HOWEVER, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling, or any auxiliary building, or other authorized building or improvement upon any such Lot, or in an area, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on any such Lot, or land area, after completion of construction.

m. Fences: No boundary fence or wall shall be constructed to a height of more than five (5) feet. No wall of any height shall be constructed upon any numbered Lot, or land area, until the height, design and approximate location thereof have been approved in writing by Cotton Patch Hills Association, or its successors. 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.

n. Parking Space: Each numbered Lot owner shall provide space for parking two (2) automobiles off the Ways of COTTON PATCH HILLS prior to the occupancy of any dwelling constructed on any such numbered Lot in accordance with reasonable standards established by Cotton Patch Hills Association, or its successors, aforesaid.

o. Seawalls, Piers and Docks: Any seawall, bulkhead, boat-landing, dock, pier, or mooring post shall be constructed by any numbered Lot owner only in accord with plans, specifications and plot plans therefor, which shall first be

submitted unto and approved in writing by Cotton Patch Hills Association, or its successors, and the same shall be erected, altered, placed, or permitted to remain upon the premises only in accord with such approved plans, specifications and plot plans therefor, as provided in Restrictive Covenant (6) above. In no event shall any dock, pier, or mooring post be so constructed as to extend more than eight (8) feet beyond the mean low water line. No boat canal or channel shall be dug or excavated into any of the water-front lots located in COTTON PATCH HILLS, except in accord with plans, specifications and plot plans therefor which shall first have been approved, in writing, by Cotton Patch Hills Association, or its successors, as to location, design, height, material and manner of construction, as provided in Restrictive Covenant (6) above. No vessel or boat or floating dock shall be anchored offshore in any of the waterways within or adjacent to COTTON PATCH HILLS, so that the same shall interfere with navigation thereon. Any such improvements must first obtain the approval of all government agencies having jurisdiction in the matter.

p. Signs: No advertising or display signs shall be permitted upon any numbered Lot, or land area, in COTTON PATCH HILLS: EXCEPTING ALWAYS, "For Sale or For Rent" signs, which may be displayed upon any given numbered Lot, or land area, if the same does not exceed twelve (12) inches by eighteen (18) inches in size.

8. NUISANCES: It shall be the responsibility of each numbered Lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds upon such numbered Lot which shall tend to substantially decrease 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. No demolition work, exterior or interior construction, remodeling, structural repair work or other substantial repair work on any dwelling or other structure may occur between Memorial Day and Labor Day, unless a special exception for an emergency repair has been approved by the Board of Directors in accordance with the Design Guidelines and Procedures.

9. WEEDS AND UNDERGROWTH: No noxious weeds, underbrush, undergrowth, or accumulated trash of any kind shall be permitted to grow or be maintained upon any numbered Lot, or land area, within COTTON PATCH HILLS by the owner or occupier thereof. Cotton Patch Hills Association, or its successors, may first notify the owner, or occupier, 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, then and in such an event, the Association, or its successors, shall be

empowered to enter upon any such numbered Lot, or land area, 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: PROVIDED, HOWEVER, that any such expense shall not exceed One Hundred Dollars (\$100.00) annually. This Restrictive Covenant shall not be construed as an obligation on the part of Cotton Patch Hills Association, or its successors, nor of the party of the first part hereto, to provide garbage or trash removal services.

10. MAINTENANCE ASSESSMENT:

a. Annual Assessment: In order to provide a permanent fund to maintain, landscape and repair the "Ways, Planter Area, Beach Areas and other Association owned property of COTTON PATCH HILLS" in a clean and orderly condition, provide for pest control when needed and in general provide those services and facilities important to COTTON PATCH HILLS and the preservation of an attractive community appearance, as well as to maintain the privacy and general safety of the Ways, Planter Areas, Beach Areas and other Association owned property, each owner of a numbered Lot within COTTON PATCH HILLS shall annually pay to Cotton Patch Hills Association, or its successors, an Annual Assessment in such sum as shall be determined annually by the Board of Directors of said Association, or its successors, said sum to be placed in an Account to be used exclusively for the purposes hereinabove mentioned, provided, however, that Annual Assessments on individual lots shall not increase by more than fifteen percent (15%) over the previous year's Annual Assessment. Any increase in the Annual Assessment in excess of fifteen percent (15%) over the previous year's Annual Assessment shall require approval by a majority of the Lot owners. Each such Annual Assessment shall be due and payable on or before July 1st of each calendar year. Each such Annual Assessment shall be and constitute a lien upon the respective numbered Lot or Lots of each such owner from the due date thereof and the same shall remain and continue to be a lien thereon until fully paid. Nothing herein contained shall be construed so as to obligate Cotton Patch Hills Association, or its successors, or its Board of Directors, or the party of the first part thereto, to construct, build, plant or likewise improve the Ways, Planter Areas, Beach Areas or other Association owned property or the like in COTTON PATCH HILLS, save to the extent of funds available in the Account established pursuant to this Covenant 10.

b. Capital Improvements and/or Replacement Assessment: In order to provide a fund to support the purchase of land or the construction of capital improvements and/or provide for the construction and financing of such capital improvements and/or replacements as may be approved by the Association, each owner of a numbered Lot within COTTON PATCH HILLS shall annually pay to Cotton Patch Hills Association, or its successors, an assessment for a reserve fund for such capital improvements, replacements and/or financing (hereinafter "Capital Improvements and/or Replacement Assessment) in such sums as shall be

determined annually by the Board of Directors of said Association, or its successors, said sums to be placed in accounts to be used exclusively for the purposes hereinabove mentioned, provided, however, that the Capital Improvements and Replacement Assessment on an individual Lot shall not increase by more than fifteen percent (15%) over the previous year's Capital Improvements and Replacement Assessment. Any increase in the Capital Improvements and Replacement Assessment in excess of fifteen percent (15%) over the previous year's Capital Improvement and Replacement Assessment shall require approval by a majority of the Lot owners. Each such Capital Improvements and/or Replacement Assessment shall be and constitute a lien upon the respective numbered Lot or Lots of each such owner from the due date thereof and the same shall remain and continue to be a lien thereon until fully paid.

c. Emergency Assessment: In order to provide a fund to repair damage resulting from a natural disaster, each owner of a numbered Lot within COTTON PATCH HILLS shall pay to Cotton Patch Hills Association, or its successors, within 30 days of billing, an Emergency Assessment in such sum as shall be determined by the Board of Directors of said Association, or its successors, but in no event shall such assessment exceed the sum of \$750.00 per lot per fiscal year, said sum to be placed in an account to be used exclusively for such purpose. The amount of such assessment shall be limited to such amount as shall be necessary to fund properly the repair of the aforesaid damage. Each such Emergency Assessment shall be and constitute a lien upon the respective numbered Lot or lots of each such owner from the due date thereof and the same shall remain and continue to be a lien thereon until fully paid. Interest calculated at the rate authorized by 6 Del. C. Section 2301, as amended, shall be added to any assessment on any lot which remains unpaid for 90 days after the mailing of a proper bill or request for payment of such assessment. In the event the Association is required to institute any litigation in a court of law or before an administrative tribunal to enforce and effect the collection of any unpaid assessment (annual, special or emergency), the defaulting property owner against whom a judgment is obtained shall be responsible for all court costs and further be responsible for all reasonable attorneys' fees and costs which Cotton Patch Hills Association incurred in the enforcement of this covenant. The costs and attorneys' fees herein provided shall be a part of such award or judgment.

The foregoing paragraph shall apply to any and all emergency repairs which are necessary as the result of a natural disaster, except emergency repairs on the beach. When emergency repairs on the beach are necessary following and/or as the result of a natural disaster, the Owners of lots located on the beach front (Lot Nos. 17, 18, 19, 20, 21, 22, 47, 48, 50, 51, 52 and 67) shall be responsible for fifty percent (50%) of any and all costs associated with the emergency repairs. The remaining lot Owners in Cotton Patch Hills shall be responsible for the remaining fifty percent (50%) of the costs associated with the emergency repairs. The Board of Directors shall determine the amount of the assessment necessary for the beach front repairs and shall bill each Owner in Cotton Patch Hills in accordance with

this paragraph. Each Owner shall pay the amount billed by the Board of Directors within thirty (30) days of billing. In the event an Owner fails and refuses to pay the emergency beach repair assessment described in and authorized by this paragraph, said emergency beach repair assessment shall accrue interest, shall constitute a lien on the real property of the defaulting Owner and shall be collectible in the same manner as set forth in the immediately preceding paragraph above, with the defaulting Owner being responsible for any and all costs and reasonable attorneys' fees incurred by the Association.

d. Rental Fee: In order to offset and supplement the maintenance, operating and/or capital improvement expenses of the Association, which are increased during the summer rental season due, in part, to the presence of tenants and their guests, each owner of a numbered Lot within COTTON PATCH HILLS who rents his or her dwelling shall pay to the Cotton Patch Hills Association, or its successors, a weekly Rental Fee in such sum as shall be annually determined by the Board of Directors of said Association, or its successors, said sum to be placed in the general operating account of the Association or any other operating or capital improvement account of the Association if deemed appropriate by the Board of Directors. The recommendations of the Rental Committee of the Cotton Patch Hills Association may be considered by the Board of Directors when determining the amount of the Rental Fee each year; however, the decision of whether to impose a Rental Fee for any given year and the amount of said fee shall rest solely with the Board and it is not bound to adopt the recommendations of said Rental Committee. The Rental Fee shall be due and payable on a weekly basis or in accordance with such other payment plan which is approved by the Board of Directors. Each such Rental Fee shall be and constitute a lien upon the respective numbered Lot or Lots of each such owner from the due date thereof and the same shall remain and continue to be a lien thereon until fully paid. Interest calculated at the rate authorized by 6 Del. C. Section 2301, as amended, shall be added to any Rental Fee on any Lot which remains unpaid for 30 days after the mailing of a proper bill or request for payment of such Rental Fee. In the event the Association is required to institute any litigation in a court of law or before an administrative tribunal to enforce and effect the collection of any unpaid Rental Fee, the defaulting property owner against whom a judgment is obtained shall be responsible for all court costs and shall further be responsible for all reasonable attorneys' fees and costs which Cotton Patch Hills Association incurred in the enforcement of this covenant. The costs and attorneys' fees herein provided shall be a part of such award or judgment.

e. Placement of Lien & Costs: Any and all assessments, fees, damages, fines, reimbursements and/or judgment amounts due and owing the Association from an owner shall be and constitute a lien upon the respective numbered Lot or Lots of each such owner from the due date thereof and the same shall remain and continue to be a lien thereon until fully paid. Compound interest calculated at the rate of ten percent (10%) per annum shall be added to any assessments, fees, damages, fines, reimbursements and/or judgment amounts on any Lot which

remain unpaid for 30 days after the mailing of a proper bill or request for payment of such assessments, fees, damages, fines, reimbursements and/or judgment amounts. In the event any other restriction contained in these Schedule A Restrictive Covenants allows for a lesser amount of interest, the interest rate provided for herein shall control. In the event the Association is required to institute any litigation in a court of law or before an administrative tribunal to enforce and effect the collection of any unpaid assessments, fees, damages, fines, reimbursements and/or judgment amounts, the defaulting property owner against whom a judgment is obtained shall be responsible for all court costs and shall further be responsible for all reasonable attorneys' fees and costs which Cotton Patch Hills Association incurred in the enforcement of these covenants. The costs and attorneys' fees herein provided shall be a part of such award or judgment.

11. RESALE: [STRICKEN/DELETED BY AMENDMENT RECORDED IN DEED BOOK 2628, PAGE 255].

12. NONLIABILITY: Nothing contained in this SCHEDULE A, nor in the Instrument of Writing to which the same may be attached, shall be construed in any manner so as to impose upon the party of the first part, her heirs, executors, administrators, or assigns, nor upon Cotton Patch Hills Association, or its successors, or assigns, any liability whatsoever for property damage and/or personal injury occurring to any person or persons whomsoever, for or by reason of the use of any of the Ways, Planter Areas, Beach Areas, Club Areas, waters, or waterways, or any of them in or adjacent to COTTON PATCH HILLS. Any and all persons using any such Ways, Areas, waterways, or waters, or any of them, shall do so at their own risk and without any liability whatsoever on the part of the party of the first part hereto, or on the part of Cotton Patch Hills Association, or any of their heirs, executors, administrators, successors, or assigns, as the case may be.

13. DURATION AND AMENDMENTS: The above and foregoing Restrictive Covenants, Reservations and Remedial Clauses shall run with the land and the title thereto, as conveyed by the Instrument of Writing to which this SCHEDULE A is attached, and the same shall be binding upon all parties thereto, and upon all persons claiming thereunder, as well as their respective heirs, successors and assigns, as the case may be, in perpetuity: SUBJECT, HOWEVER, to the proviso that Cotton Patch Hills Association, or its successors, by and with the vote or written consent of no less than sixty percent (60%) of the then owners of all the numbered Lots in COTTON PATCH HILLS shall have the power to waive, abandon, terminate, modify, alter, change, amend, eliminate, or add to these Restrictive Covenants, Reservations and Remedial Clauses, or any of them, at any time hereafter. Any such waiver, abandonment, termination, modification, alteration, change, amendment, elimination, or addition shall take effect when a copy thereof, executed and acknowledged by Cotton Patch Hills association, or its successor, in accord with the usual form of execution and acknowledgement of Deeds to land by a Delaware corporation, together with the

written consents of the requisite number of numbered Lot owners, or a certificate by the Association, or its successors, verified under oath by the President thereof, or in case of his absence or inability, by any Vice-President thereof, setting forth the time, manner and results of the taking of the vote of all the numbered Lot owners in COTTON PATCH HILLS, have been filed for record in the Office of the Recorder of deeds of the State of Delaware, in and for Sussex County, and the same shall thereafter remain in effect in perpetuity, unless and until the same shall thereafter be waived, abandoned, terminated, modified, altered, changed, amended, eliminated, or added to, as the case may be. In the taking of any such vote, or the obtaining of any such written consent of the numbered Lot owners in COTTON PATCH HILLS, each owner shall have as many votes or consents as he, she, it, or they may own numbered Lots situated in COTTON PATCH HILLS.

14. REMEDIES: In the event any party to the Instrument of Writing to which this SCHEDULE A is 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 Restrictive Covenants or Reservations 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 any such an event, it shall be lawful for any other person or persons owning a legal interest in any numbered Lot located in COTTON PATCH HILLS, or for Cotton Patch Hills Association, or its 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 to recover damages resulting from any such violation or attempted violation thereof. In the event any party owning a freehold interest in any numbered Lot located in COTTON PATCH HILLS desires to make a complaint of an alleged violation or attempted violation, of any of the foregoing Restrictive Covenants or Reservations unto Cotton Patch Hills Association, or its successors, or to propose unto Cotton Patch Hills Association or its successors, any waiver, abandonment, termination, modification, alteration, change, amendment, elimination, or addition of, in, or to these Restrictive Covenants, Reservations and Remedial Clauses, or any of them, such complaint or proposal, as [t]he case may be, must first be reduced to writing and signed by the complaining party, or proposer, as the case may be, before it may be considered by Cotton Patch Hills Association, or its successors. The Board of Directors, in its business judgment, may bring any proceeding, take any action, either in law or in equity, against the violator of any of the covenants and regulations applicable to Cotton Patch Hills. The Association is empowered to collect in any action, whether in law or in equity, for enforcement of the covenants and regulations, all costs and expenses, including reasonable attorneys' fees, incurred in such action. In any proceeding or enforcement action arising out of any alleged default or violation by an Owner, the Association shall be entitled to recover the costs of the proceedings or enforcement action, including reasonable attorneys' fees, unless a court of competent jurisdiction upholds the position of the defaulting or violating Owner.

15. SEVERABILITY: 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, as well as all other provisions hereof, as are not expressly invalidated thereby shall remain in full force and effect.

16. NONWAIVER: Failure of the Cotton Patch Hills Association or any Owner, or their respective legal representatives, heirs, successors and/or assigns, to enforce any restrictions contained in this Schedule A Restrictive Covenants shall not constitute a waiver of the right to remedy the same violation or breach in the future and/or to enforce any of these restrictions.

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COTTON PATCH HILLS ASSOCIATION
BUILDING COMMITTEE
DESIGN GUIDELINES AND PROCEDURES

1. SCOPE AND OBJECTIVES OF REVIEW

In order to insure the development and maintenance of Cotton Patch Hills as a residential development of high standard, Cotton Patch Hills Association, a Delaware corporation, or its successors, shall be vested with the power to control all buildings, structures, or improvements to be placed upon any numbered Lot or other land area within Cotton Patch Hills. Where a conflict exists between these covenants and the height, area and bulk requirements of other jurisdiction (e.g. Sussex County, State of Delaware), the more restrictive regulation shall apply.

The owner or occupier of each and every numbered Lot, or other land area within Cotton Patch Hills, by accepting title thereto, or by occupying the same, hereby covenants and agrees that no building, structure, or improvement shall be erected, altered, placed, or permitted to remain upon any such Lot, or other land area, unless and until the plans and specifications therefore shall have first been approved in writing by Cotton Patch Hills Association, or its successors, and that each such building, structure, or other improvement shall be erected, altered, placed, or permitted to remain upon the premises only in accord with such approved plans and specifications therefor. [Language in italics is from the Cotton Patch Hills Restrictive Covenants.]

The Cotton Patch Hills Association and its Building Committee shall take into consideration:

- a. The suitability of the proposed building or improvements or erections and/or the [m]aterials of which the building or other improvements or erections are to be built;
- b. The site upon which it is proposed to be built;
- c. The harmony thereof with the surroundings;
- d. The effect of such improvements, additions, alterations or changed use, as planned, on the outlook from the adjacent or neighboring property;
- e. And any and all factors which, in its opinion, would affect the desirability or suitability of such proposed improvements, erections, alterations or changes.

2. PRINCIPLES AND CRITERIA

The objectives of the design covenants and guidelines are to promote those qualities in the environment which bring value to Cotton Patch Hills and to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation, and topography.

These site plan and building design review criteria are a checklist of those items that affect the physical environment of Cotton Patch Hills. Their intent is to promote the construction of structures which the Building Committee feels are in keeping with the overall architectural style of the community and have positive impact on the outlook and value of other Cotton Patch Hills properties. These criteria are not intended to restrict imagination, innovation, or variety, but to assist in focusing on principles of good design.

a. Relationship of Structures to Site

No structure, except as hereinafter provided, shall be erected, altered, placed, or permitted to remain upon any such numbered Lot other than one (1) detached single family dwelling and one (1) small accessory building not exceeding one (1) story in height upon numbered Lots One (1) to Thirty-one (31), and lots Thirty-nine (39) to Sixty-five (65), both inclusive, or one (1) such dwelling and two (2) small accessory buildings neither exceeding one (1) story in height upon numbered Lots Thirty-two (32) to Thirty-eight (38), both inclusive.

The building area of any numbered Lot located in Cotton Patch Hills shall not exceed forty-five percent (45%) of the entire land area of such numbered Lot.

The building area of any numbered Lot located in COTTON PATCH HILLS shall not exceed forty-five percent (45%) of the entire land area of such numbered Lot and shall not exceed a Floor Area Ratio (total living space/total lot space) of FAR .5/1. For example, on a lot of 12,500 sq. ft. the total floor area allowed would be $12,500 \times .5 = 6,250$ sq. ft. Total Living Space is the sum of the square footage on all floors of the dwelling including weatherized living spaces, unweatherized and weatherized storage spaces above the entrance level or ground floor level, enclosed or unenclosed porches, and covered or uncovered decks except for ground level decks within the building footprint. Accessory buildings and swimming pools shall be included in the calculation of building area and FAR.

The main dwelling erected upon any numbered Lot located in Cotton Patch Hills shall front as follows:

(1) Numbered Lots 1, 5, 9, 13, 3, 7, 11, 15, 17 to 22, both inclusive, and 39, 40, 59, 60, 61, 63, 65, 43, 44, 55, 56, 47 to 52, both inclusive, and 32 to 38, both inclusive, to the East; and

(2) Numbered Lots 2, 6, 10, 14, 4, 8, 12, 16, 42, 41, 58, 57, 62, 46, 45, 54, 53, 64, and 23 to 31, both inclusive, to the West.

To "front" means that the building erected on a Lot shall have a means of access to the main living floor from the front side as defined herein. The direction in which the main dwelling shall face or front upon any numbered Lot, as aforesaid, shall determine which is the front line of the numbered Lot.

The following building set-back lines are hereby established for each numbered Lot in Cotton Patch Hills, and the front yard, side yards and rear yard of each such Lot shall be maintained free of any buildings or structures, or part thereof, in accord herewith, except as hereinafter provided:

(1) The front yard setback line thereof shall be twenty-five (25) feet from the front line of such Lot;

(2) The rear yard setback line thereof shall be twenty-five (25) feet from the rear line of such Lot;

(3) Each side yard setback line thereof shall be fifteen (15) feet from the respective side lines of such Lot;

(1) The orientation, setback, alignment, spacing, and placement of a building on its site will be considered with special consideration given to the retention of natural topography and vegetation.

(2) The landscape shall be preserved in its natural state, insofar as practicable, by minimizing tree and soil removal and extensive grading through careful building design and siting. Any grade changes shall be in keeping with the general appearance of neighboring developed areas. The orientation of individual building sites shall be such as to maintain maximum natural topography and cover. Topography, tree cover, and natural drainageways shall be treated as fixed determinants of building siting rather than malleable elements that can be changed to follow a preferred development scheme.

(3) Drives and parking areas shall be designed and located in such a manner as to maintain and preserve natural topography and cover; significant landmarks and trees; to minimize cut and fill; and to preserve and enhance views and vistas on or off the subject parcel.

b. Building Design and the Relationship of Buildings and Site to Adjoining Sites and Buildings

Cotton Patch Hills Association, or its successors, or its Building Committee, 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 sole

discretion of the Association or its successors or its Committee for purely aesthetic or other reasons; and in passing upon such plans and specifications, grading and landscaping plans or changes, the Association or its successors, or its Committee shall have the right to 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, and 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 from the adjacent or neighboring property, and any and all factors which, in its opinion, would affect the desirability or suitability of such proposed improvements, erections, alterations or changes.

No main dwelling shall be erected, altered, maintained or used in Cotton Patch Hills, the square footage of the primary living floor of which is less than one thousand two hundred fifty (1,250) square feet, exclusive of all porches, breezeways, carports, garages, terraces, stoops and the like.

No dwelling shall exceed in height an imaginary plane established over its lot by measuring the mean elevation of the lot in its natural, unfilled or unexcavated condition, landward of the dune line and adding 38 feet. For example, if the mean elevation of a raw lot is 5 feet landward of the dune line, the imaginary plane would be established at an elevation of 43 feet. The mean elevation shall be the elevation midway between the extremes of the lot.

The maximum elevation of gable, hip, and gambrel roofs shall be measured at the highest roof ridge. The allowed elevation of shed roofs shall be measured at the highest ridge and shall be eight feet less than the determined maximum elevation for the lot. The allowed elevation of flat roofs shall be measured at the highest point of the coping and shall be eight feet less than the determined maximum elevation for the lot. The allowed elevation of mansard roofs shall be measured at the highest point of the parapet and shall be six feet less than the determined maximum elevation for the lot.

Architectural style shall reflect the styles evident in the Cotton Patch Hills community. Such styles as A-frames, pagodas, or geodesic domes will not be allowed. The distinctive features of Cotton Patch's existing architecture shall be retained, i.e. the distinguishing size, scale, mass, color, materials, and details, including roofs, porches and stairways, that give the community its special character. Harmony in texture, line, and mass is required. Monotony shall be avoided. Proposed development shall be related harmoniously to the terrain and to the use, scale, and architecture of existing buildings in the vicinity that have functional or visual relationship to the proposed buildings. The design of buildings, fences, and other structures shall be evaluated on the basis of harmony with site characteristics and nearby buildings.

Building form (the complete image of the building as expressed by the base, the wall plane, and the roof) shall be reviewed in several aspects and all sides of the building shall receive equal design and review attention. Evaluation of the appearance of a project shall be based on the quality of its design, its relationship to its surroundings, and the standards enumerated in this section.

(1) Height - A uniform skyline projects visual continuity and is one of the key community design features of Cotton Patch. The established height restrictions are designed to preserve this important characteristic.

CONSIDER - Relating the overall height of new construction to that of adjacent structures. As a general rule, construct new buildings to a height roughly equal to the average height of existing buildings on and across the street.



AVOID - New construction that greatly varies in height from other structures in the vicinity.



HEIGHT

(2) Façade Treatment - The exterior features of all buildings should be visually and physically compatible with those façades surrounding them. Compatible components to consider within the façade are color, texture, and type of building materials. Specific details such as roof shape, cornices, and moldings should be repeated to unify buildings and not used to create visual distractions. The pattern of placement, proportions, and materials of windows and doors will be considered. Balconies, decks, covered porches, decorative shingles, bracketed eaves, columns, balustrades, towers, turrets, skylights, and arches are among the details to be considered. All features and details should be in proportion with the building. The use of metal, fiberglass, or plastic awnings is not appropriate. Decorative additions, awnings, and false façades are discouraged.

(3) Proportion - The proportion, or the relationship between the width and height of the front elevation of a building, should be similar to the adjacent buildings. Proportion can also apply to the relationship of the windows and doors to each other and their relationship to the building itself. The ratio of wall surface to openings, and the ratio of the width and height of windows and doors, should also be consistent with the neighborhood.

The vertical and horizontal appearance of a structure is created by its proportions, scale, and door and window openings. Buildings in Cotton Patch Hills should be of a horizontal or nondirectional appearance.

CONSIDER - Relating the vertical, horizontal, or non-directional façade character of new buildings to the predominant directional expression of nearby buildings. Horizontal buildings can be made to relate to more vertical adjacent structures by breaking the façade into smaller masses that conform to the primary expression of the streetscape.



AVOID - Strongly horizontal or vertical façade expressions unless compatible with the character of the structures in the immediate area. The new building shown does not relate well to either its neighbors or the rhythm of the streetscape because of its unbroken façade. The portion of the building frontage exclusively devoted to garage doors, carports, or opening parking areas should be minimized with appropriate treatments.



PROPORTION

(4) **Rhythm** - The rhythm of the buildings and their components is the spacing or repetition of architectural elements or details with like elements. The regularity and frequency of elements such as a door, window, or porch, and their placement within a façade, is a type of rhythm. Rhythm between buildings can exist when building types are repeated along a street. Regular and constant rhythms between buildings and their components can help unify the streetscape.

CONSIDER - Respecting the recurrent alternation of wall areas with door and window elements in the façade. Also consider the width to height ratio of bays in the façade. The placement of openings with respect to the façade's overall composition and symmetry should be carefully studied.



AVOID - Introducing incompatible façade patterns that upset the rhythm of openings established in surrounding structures. Glass walls and window and door shapes and locations shown in the example are disrespectful to the adjoining buildings.



RHYTHM

(5) **Scale** - Scale is the relationship between architecture and man or between the architectural mass and the space which surrounds it. The scale of Cotton Patch is intimate in nature. Any buildings built on a monumental scale will seem out of place and foreign. The height, width, and general proportions of a building should conform generally with other homes in Cotton Patch. The scale and massing of a structure will be a primary consideration.

CONSIDER - Relating the size and proportions of new structures to the scale of adjacent buildings. Although much larger than its neighbors in terms of square footage, the building shown maintains the same scale and rhythm as the existing buildings.



AVOID - Buildings that in height, width, or massing violate the existing scale of the area. The new building shown disrupts the scale and rhythm of the streetscape, although it might be appropriate in a different location.



SCALE

(6) **Roofs** - The design line created by the shape of the roof shall constitute the roof form. In general, shed-vaulted, domed, free-form, A-frame, flat, and geometric shape roofs will be deemed inappropriate. Shed roofs may be used for small additions. All roofs should have appropriate overhangs.

(7) **Porches and Decks** - Porches, balconies and decks are a natural extension of the primary structure and should relate harmoniously with the architecture of the dwelling. Large decks or screened porches should be architecturally integrated with the primary structure in terms of scale, size, color, and detailing. The configuration, detail, and railing design of a deck should be compatible with the building design. When houses are in close proximity, maximum privacy should be provided through careful placement of windows, doors, and outdoor living spaces. Decks should be constructed with rot-resistant wood and, where appropriate, left to weather naturally. If the deck is stained, the color should relate to the colors on the building.

c. Materials

All construction in Cotton Patch Hills shall be of new materials, and the movement of old buildings, or parts of old buildings, upon any lot or land area situate therein is strictly prohibited.

Materials shall be selected for harmony with adjoining buildings and for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.

(1) Wall Materials. The Cotton Patch Association favors the use of natural materials. Imitation or synthetic materials, such as imitation brick or stone or plastic, will generally be deemed inappropriate. Any use of these materials will require specific approval on a case-by-case basis.

(2) Roof Materials. Wood, asphalt, or fiberglass shingles are appropriate. Roll roofing, built-up tar and gravel, or plastic roofing materials are not appropriate. On flat roofs that are not visible from public areas, other roof materials may be considered.

(3) Windows and Doors. Metal or solid plastic window frames are generally unacceptable unless they are anodized or painted. Shutters should be sized to match windows. Screens and storm windows should be as inconspicuous as possible. Raw metal combination storm windows or doors and plastic contemporary coverings are not acceptable.

(4) Colors. Colors shall be harmonious among buildings and shall use only compatible accents.

d. Fences and Walls.

No boundary fence or wall shall be constructed to a height of more than five (5) feet. No wall of any height shall be constructed upon any numbered Lot, or land area, until the height, design and approximate location thereof have been approved in writing by Cotton Patch Hills Association, or its successors. 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.

When fences are used, they should be of wood or plant materials. Chain-link or metal fences, concrete block, plastic, fiberglass, or plywood fences are not acceptable. Solid (privacy) wood fences are discouraged, except where they are necessary for screening parking or storage. Retaining walls should be of wood. Railroad ties may be used on a limited basis provided the horizontal method of construction is used. Unfaced concrete or concrete block is not appropriate.

e. Foundations. Exposed foundations walls or pilings should be visually integrated with the building design or should be made as inconspicuous as possible.

f. Utilities and Exterior Lighting. All utility lines shall be underground. All exterior lighting, when used, should be appropriate to the building and its surroundings in terms of style, scale, and intensity of illumination. Lighting standards and building fixtures shall be of a design and size compatible with the building and adjacent areas. Low wattage systems are recommended, and site lighting should be shielded. Necessary security lighting will be considered on an individual, case-by-case basis. Lighting shall enhance the building design and the landscape.

g. Solar Energy and Wind Devices. Where solar energy is to be used as a primary or supplementary source of heat or other energy, solar collection devices should be mounted in a manner that preserves the property's character-defining features. Solar collection devices that are not attached to the building should be located only in the side or rear yards. Exposed hardware, frames, and piping shall be finished to be nonreflective and consistent with the color scheme of the building. Wind generators or other energy devices should be located in rear and side yards away from public view. Their height will be determined by the height of the principal structure and they should be painted to blend with or match the adjacent buildings or natural surroundings.

h. Other Mechanical Equipment and Storage Areas.

Each Lot owner in Cotton Patch Hills shall provide receptacles for garbage in a screened area not generally visible from any Way, or provide under-ground garbage receptacles or similar facility in accord with reasonable standards established by Cotton Patch Hills Association, or its successors.

All fuel tanks, heat pumps, air conditioners or similar devices shall be screened from view or placed underground.

The owner or occupier of each numbered Lot in Cotton Patch Hills must construct a screening fence to shield and hide from view a small service yard, the plans and specifications for which must be approved by Cotton Patch Hills Association, or its successors, as aforesaid.

To minimize the impact of mechanical equipment on the appearance of the building and the community, window air conditioning units or condenser elements should not be located on the front facades. Satellite dishes over two feet in diameter will not be allowed. Mechanical equipment on the ground should be screened with a fence or plant materials or housed in a structure that is in harmony with the surroundings and may not be located within the required yard

setback areas. Mechanical equipment attached to the side or roof of a building, including heating vents, should be kept as low as possible and covered or painted to blend with the background. Mechanical equipment or other utility hardware on the roof, the ground, or the building shall be screened from public view with materials harmonious with the building, or they shall be so located as not to be visible from any public ways. Refuse and waste removal areas, service yards, and storage yards shall be screened from view from public ways using materials harmonious with the building and may not be located within the required yard setback areas.

i. Sidewalks, Patios, and Driveways.

Each numbered Lot owner shall provide space for parking two (2) automobiles off the Ways of Cotton Patch Hills prior to the occupancy of any dwelling constructed on any such numbered Lot in accordance with reasonable standards established by Cotton Patch Hills Association, or its successors, aforesaid.

Asphalt and concrete walkways, patios, and driveways should be avoided. Shell and stone are appropriate for driveways, walkways, and patios.

j. Landscaping and Site Treatment. Landscape elements included in these criteria consist of all forms of planting and vegetation, ground forms, rock groupings, water patterns, and all visible construction except buildings and utilitarian structures.

(1) Landscape treatment shall be provided to enhance and define architectural features, provide visual control, strengthen vistas and important axes, and modify the microclimate.

(2) Unity and simplicity of design shall be achieved by repetition of certain plant varieties and other materials and by correlation with adjacent homes.

(3) Plant material shall be selected for interest in its structure, texture, and color and for its ultimate growth. Plants that are indigenous to the area and others that will be hardy, harmonious to the design, and of good appearance shall be used.

(4) New plant materials, fencing, walkways, street lights, signs, or benches shall be compatible with the character of the neighborhood in size, scale, material and color.

(5) Screening of service yards and other places that tend to be unsightly shall be accomplished by use of walls, fencing, planting, or combinations of these devices. Screening shall be equally effective in winter and summer.

3. REVIEW AND APPEAL PROCEDURES

a. Rules and Guidelines

Construction plans must satisfy three separate sets of rules and guidelines:

- (1) All requirements and limitations of the Sussex County Zoning and Subdivision Ordinances.
- (2) The Covenants of the Cotton Patch Hills Association.
- (3) The design guidelines of the Cotton Patch Hills Building Committee.

b. Preliminary Submissions

The Building Committee is structured to function as a reflection of the combined interests of all in the Cotton Patch Hills community. We would like to address concerns or questions about plans as early as possible to minimize problems. If you have drawings you wish reviewed on a preliminary basis, or questions, contact the Chairman of the Building Committee.

c. Plan Submission Procedure

- (1) Consult with the Sussex County Planning and Zoning Department (302-856-7701) and the State of Delaware Department of Natural Resources and Environmental Control regarding applicable setbacks, building height restrictions, building codes, first floor elevations, and requirements as they relate to all structures and finished floor elevations along the Ocean Coastal Zone for the particular Federal Flood Zone involved.
- (2) Consult with Delmarva Power Company, Sussex Shores Water Company, Diamond State Telephone Company, and American Cable TV as to utility services.
- (3) Provide the foregoing information together with the Declaration of Covenants, Conditions and Restrictions of the Cotton Patch Hills Association and a copy of these Guidelines and Procedures to your builder and architect.
- (4) Submit five (5) complete sets of plans and a check made payable to CPH for an amount to be determined by the Board of Directors to the Chairman of the Building Committee. Allow thirty days for review. Revised plans will be subject to the same thirty day rule. All plans and other information required, including but not limited to fees and Security, Compliance and Damage Deposit, for review and approval for any new home construction or any exterior renovation or exterior construction shall be submitted to the Building Committee no later than January 1

for any year in which construction is to be initiated and intended to be completed prior to Memorial day of that year.

(5) Approval of construction plans by the CPH Building Committee will authorize starting of construction.

d. Building Committee Procedures and Composition

(1) Plans to be reviewed are sent by the Building Committee Chairman to all Committee members. One copy is kept in the Building Committee files.

(2) The Building Committee includes a minimum of five members. A Chairman shall be elected from among the members.

(3) A meeting of the Committee may be called to discuss any issue arising from an any plan review. Committee members are to respond promptly to the Building Committee Chairman and may vote by telephone to approve plans.

(4) A minimum of three affirmative votes is required to approve plans or any Committee action.

(5) The results of the Building Committee review will be sent in writing to the lot owner and a copy to the architect or contractor.

e. Appeals

If the Building Committee disapproves the plans and specifications, revised plans and specifications may be submitted and the review process continued or the applicant may appeal the disapproval to the Board of Directors of the Cotton Patch Hills Association. Upon request to the President of the Cotton Patch Hills Association a hearing will be scheduled at which time the Board of Directors will review the application *de novo*. Approval or disapproval will occur within thirty days of the hearing. Any Board Member serving on the Building Committee shall not participate in the appeals process.

4. SUBMITTAL REQUIREMENTS FOR A PLAN OF CONSTRUCTION OR ALTERATION

All submittals to the CPH Building Committee must include:

a. Basic Data

Owner's Name, Address and Telephone Number

Lot Number

Builder's Name/Architect's Name, Address, Telephone Number

Construction Commencement and Completion Dates

b. Building Elevations of Proposed Dwelling Unit and Any Accessory Structures

Four (4) required; one of each building façade. Each to be fully labeled with sufficient detail and dimensions to scale to show all exterior detail and building material. Grade elevations at the crown of the street and the finished lot along the building must be shown.

c. Building Floor Plan – All Structures

Show overall dimensions and finished floor elevations and grade elevations referenced to Mean Sea Level Datum (MSL).

d. Site Plan at a scale of 1" = 20' or 1" = 10' to include:

- (1) Scale
- (2) North indication
- (3) Abutting streets
- (4) Site dimensions
- (5) All required setbacks and easements
- (6) All structures
- (7) Driveways, walks, and off-street parking
- (8) Decks, patios, fencing, screened areas
- (9) Proposed landscaping and grading (Landscaping plans may be submitted separately, but approved landscaping work should be completed within 60 days of the completion of the house.)
- (10) All proposed exterior lighting
- (11) Location and design of garbage receptacles
- (12) Storage areas
- (13) Square footage of:

Weatherized living spaces	_____
Weatherized and unweatherized storage spaces above the entrance level or ground floor level	_____
Enclosed and unenclosed porches	_____
Covered and uncovered decks except for ground level decks within the building footprint	_____
Accessory Buildings	_____
Swimming Pools	_____
TOTAL	_____

e. Building Specifications

- (1) Piling Plan

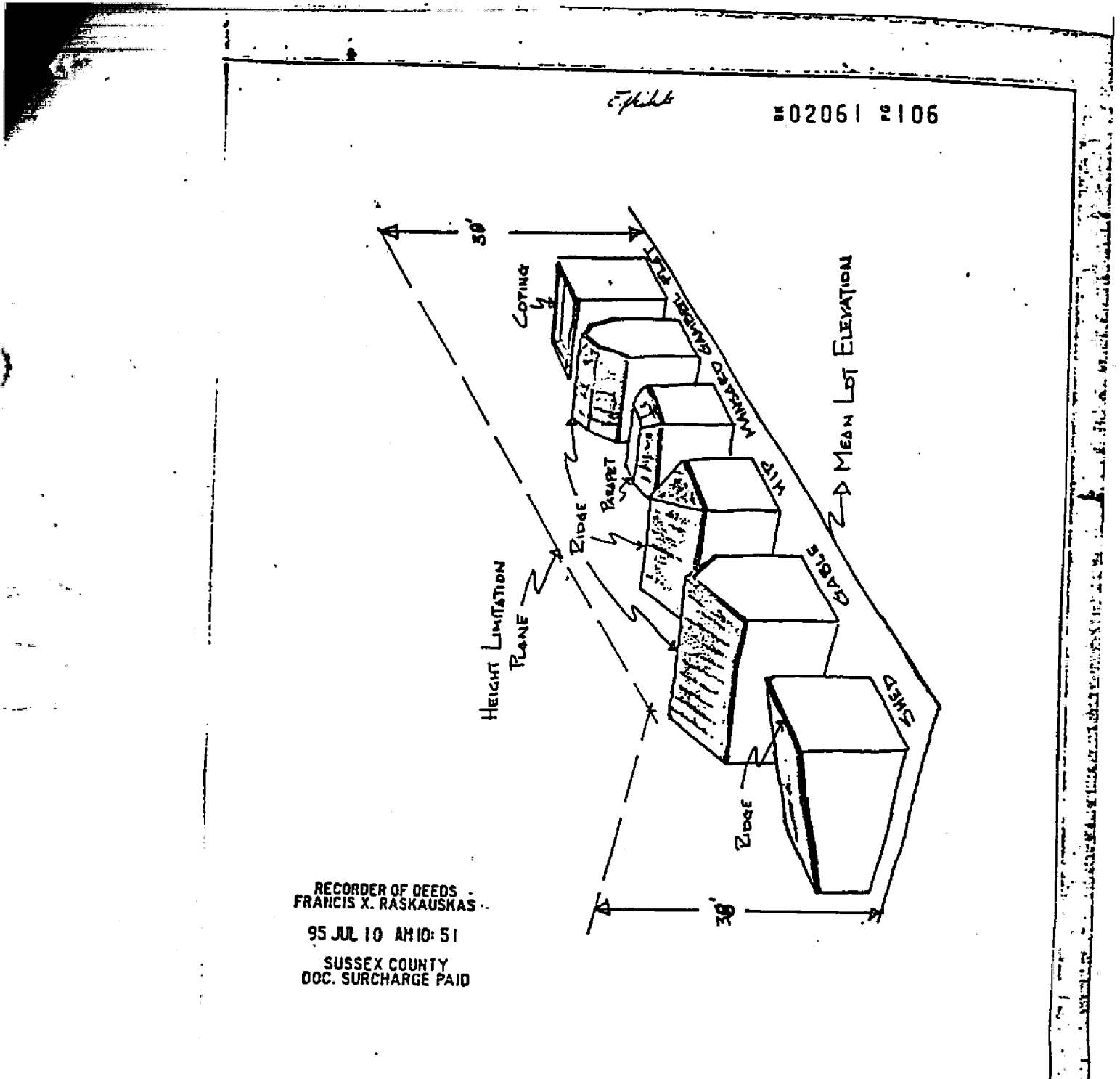
- (2) Type of construction
- (3) Building materials used
- (4) Typical exterior wall detail
- (5) Complete exterior color scheme

5. CONSTRUCTION RESTRICTIONS

Please inform all contractors and subcontractors:

- (1) Minor, interior, one-day repair jobs, interior painting, and landscaping are allowed during the Memorial Day to Labor Day time period. No demolition work, exterior or interior construction, remodeling, structural repair work or other substantial repair work on any dwelling or other structure is permitted from Memorial Day to Labor Day. A special exception to the foregoing Memorial Day/Labor Day moratorium may be approved by the Board of Directors in the event an emergency repair is necessary during the moratorium. For purposes of granting a special exception hereunder, the Board of Directors shall have sole and absolute discretion in determining whether the requested repair is due to a true emergency and/or is necessary to remedy a safety hazard that cannot reasonably and safely wait until after Labor Day to be made.
- (2) Building activity is permitted only between the hours of 7:30 AM to 5:30 PM. Such notice shall be posted on the site by the owner.
- (3) Worker's vehicles may not be parked on the streets of Cotton Patch Hills. Worker's vehicles must be parked in front or side set back areas or as otherwise approved in writing by the Building Committee.
- (4) The building site and the adjoining lots must be kept clean and free of trash and debris at all times. Temporary fencing may be required to control blowing of debris onto nearby lots.
- (5) A portable sanitary facility and a portable trash container must be on site at the initiation of construction. Their locations must be approved by the Building Committee.

EXHIBIT
(ORIGINALLY RECORDED IN DEED BOOK 2061, PAGE 106)



RECORDER OF DEEDS
FRANCIS X. RASKAUSKAS
95 JUL 10 AM 10: 51
SUSSEX COUNTY
DOC. SURCHARGE PAID

IN WITNESS WHEREOF, the Cotton Patch Hills Association has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, attested by its Secretary on this 9th day of NOVEMBER A.D. 2020.

COTTON PATCH HILLS ASSOCIATION

By: David C. Cox
President

(Corporate Seal)

Attest: Janet M. Webb
Secretary

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 9th, day of NOVEMBER, A.D. 2020, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, DAVID C. COX, President of the Cotton Patch Hills Association, a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and Deed, and the act and Deed of the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said corporation.

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

Notary Public: Stephanie R. Wood
Type or Print Name of Notary: STEPHANIE R. WOOD
Commission Expires: 12-18-2020

STEPHANIE R WOOD
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 12-18-2020

**CERTIFICATION BY COTTON PATCH HILLS ASSOCIATION
PERTAINING TO THE ADOPTION OF AMENDMENTS TO THE
RESTRICTIVE COVENANTS APPLICABLE TO COTTON PATCH
HILLS, BALTIMORE HUNDRED, SUSSEX COUNTY, DELAWARE**

COTTON PATCH HILLS ASSOCIATION, a Delaware non-stock corporation, by and through its President, does hereby make this **CERTIFICATION**, which is made and kept in the regular course of business of the Association, as a regular practice of the Association to make this Certification, and as a regularly maintained business record, to certify that amendments to the Schedule A, Restrictive Covenants, recorded at the Office of the Recorder of Deeds, in and for Sussex County, in Georgetown, Delaware, in Deed Book 2061, page 079, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 2361, page 033, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 2564, page 044, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 2628, page 254, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 2845, page 147, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 3045, page 219, et seq.; as amended by an Amendment recorded at the Recorder of Deeds aforesaid in Deed Book 3117, page 042, et seq.; and as amended and restated by the Amended & Restated Restrictive Covenants recorded at the Recorder of Deeds aforesaid in Deed Book 5045, page 61, et seq. (hereinafter collectively "Restrictive Covenants"), have been adopted revising certain provisions related to summer construction in existing Sections 6(f)(A), Section 7(k) and Section 8 of the Restrictive Covenants and Section 5(1) of the Design Guidelines and Procedures appended to the Restrictive Covenants.

I, DAVID COX, President of Cotton Patch Hills Association, hereby certify that said certain provisions related to summer construction in existing Sections 6(f)(A), Section 7(k) and Section 8 of the Restrictive Covenants and Section 5(1) of the Design Guidelines and Procedures appended to the Restrictive Covenants were amended pursuant to a vote taken by written consent during September, 2020. In accordance with paragraph 13 of the Restrictive Covenants, the written consents of no less than sixty percent (60%) of the then owners of all the numbered Lots in Cotton Patch Hills were received, approving of the amendments to the certain provisions related to summer construction in existing Sections 6(f)(A), Section 7(k) and Section 8 of the Restrictive Covenants and Section 5(1) of the Design Guidelines and Procedures appended to the Restrictive Covenants.

[THIS SPACE INTENTIONALLY LEFT BLANK -
SIGNATURE ON FOLLOWING PAGE]

Adjacent property owners document

Property to the North of Cotton Patch is: Breakwater Beach, 39557 Stephanie Drive, Bethany Beach, DE 19930

Parcel #134-5.00-431.00

This is a parcel that looks like it is open space and the address is one of the homes in Ocean Breezes

Property to the South of Cotton Patch is: Laura Stees, 39623 Seacolt Lane, Bethany Beach, DE

Parcel #134-9.00-1112.00

Both properties are located on Route 1 in North Bethany.