

# Middlesex Beach Association

2024-2025 Directory

Cover photo by Steve Larsen





# A Brief History of Middlesex Beach

Once a 122-acre farm... Now home to 246 properties.

## February 11 - 1903

**J.J. Johler** and **R.R. Bulgin** deeded the BBIC to **W.R. Errett, J.M. Addy, W.S. Kidd, W.A. Dunker, and R.S. Latimer** - a group of Pittsburghese men.

## 1957 - 1958

A **survey** of the land was completed and a **development plan** was drawn up.

## December 10 - 1959

Middlesex Beach became **incorporated** (as a private corporation) and its **development** began shortly thereafter.

## 1959 - 1960

The first **covenants** were written by **Ed Addy, William Errett, and Phil Short**. The MBA development cost was **\$51,398.23**.

## Mid 1960's - 1975

The **D.F.D. Construction Company** leased MBA lots to build prefabricated homes in **5 original designs**. During this time, MBA also hired its first **lifeguard** and **security guard**, while **Sea Colony** and our original **walkways** were being built.

## 1901 - February 20

**Jacob J. Johler et al** deeded to the **Bethany Beach Improvement Company** (BBIC), a tract of land which included MBA. This company originally founded Bethany Beach.

## 1916 - September

A member of the **Addy** family deeded his share to **William P. Short**.

## 1959 - April 4

A **settlement agreement** among the members of the **Errett, Addy, and Short** families chose to develop the 122-acre tract into Middlesex Beach as a "**restricted, residential and commercial, recreational, sea-side resort**".

## 1962 - Spring, Post-Storm

One of the **worst ever storms** to hit the area damaged the ocean front of MBA & nearby areas. Afterwards, several **new homes** were built and others rebuilt. Residents joined forces to repair the damage, construct a sand fence, and planted both dune grass and **5,000 Japanese black pine seedlings**.

## 1964 - Typical Lot Costs

Oceanfront: **\$9,000**  
Pineside: **\$2,750**

## To the Members of the Middlesex Beach Association

Middlesex Beach is a private community with rules, regulations, and covenants designed to maintain the quality of life that all wish to enjoy here. This directory is published annually by the Board of Directors to provide information needed not only to comply with our standards, but also to help keep our community an enjoyable, family-friendly place.

All of this information (and more) can be found online at [www.middlesexbeach.org](http://www.middlesexbeach.org).

### Board of Directors and Committee Chairs

The MBA is governed by an elected, all-volunteer, property owner Board of Directors. Directors serve a two-year term with four elected each year at our end-of-summer All-Community Meeting. If you are interested in serving on the Board, please contact our Nominating Committee at [nominating@middlesexbeach.org](mailto:nominating@middlesexbeach.org).

**To contact the entire Board, send an email to [board@middlesexbeach.org](mailto:board@middlesexbeach.org).**

President:	Dave Wiecking
Vice President, Building Committee Chair:	Margie Cyr
Treasurer, Budget Committee Chair:	Bob Wood
Secretary, Social Committee Chair:	Kate Mounteer
Past President, Nominating Committee Chair:	Paul Bradley
Director, Landscaping Committee Chair:	Holly Fluty Dempsey
Director, Commercial Committee Chair:	George Rayburn
Director, Community Patrol Chair:	Kerry Hall
Director, Community Facilities Chair:	Don Deraska
Beach Committee Chair:	Mark McCulloh
Middlesex Beach Patrol Supervisor:	Holden Wingate

### Directory and Resident Information

Each property owner must provide, at a minimum, their name, permanent address, and a phone number to be used for our community directory. In addition, owners may provide supplementary information that will not be published so they may be contacted in case of emergency by our property management, Solutions Property Management, LLC. It is frequently your neighbors who notice problems that should be brought to your attention which is a reason of why it is important that all information be kept up-to-date.

**To update your contact information:** please inform us by (a) emailing [support@middlesexbeach.org](mailto:support@middlesexbeach.org), (b) contacting us via [middlesexbeach.org/contact](http://middlesexbeach.org/contact), (c) emailing [propertymanager@middlesexbeach.org](mailto:propertymanager@middlesexbeach.org), or (d) sending a note to Solutions Property Management, LLC at PO Box 594, Bethany Beach, DE 19930.

**If you sell your property:** Delaware law requires sellers to provide certain documents related to the MBA's governing procedures. These may be obtained from Solutions. Anyone buying or selling a property should provide CAS with a copy of the HUD-1 form so we can keep accurate records of our membership.



# Phone Numbers for Local Services

## FOR EMERGENCIES, DIAL 911

Middlesex Beach Community Patrol:	302-339-2319
Property Manager (Solutions):	302-581-9060
Mag Towing (for towed vehicles):	302-381-7654

## Local Police Agencies:

Bethany Beach Police – Non-Emergency:	302-539-1000
DE State Police Dispatch	302-855-2980
DE State Police – Troop 4 (Georgetown)	302-856-5850

## Medical Emergencies:

Beebe Walk-in Clinic, Millville:	302-541-4175
Beebe Healthcare South Coastal Emergency Department, Frankford:	302-291-6900 (24/7)
Poison Control (Poison Information):	302-655-3389
Precious Paws Animal Hospital:	302-539-2273

## Utility Companies:

Delmarva Power Customer Service:	800-375-7117
Electric Emergencies & Outages:	800-898-8045
Artesian Water Customer Service:	302-453-6930
Emergencies (24/7):	800-332-5114 or 302-453-6922
Mediacom Customer Support:	855-633-4226
Comcast Customer Support:	800-934-6489

## Miscellaneous:

Coast Guard (Indian River, DE Station):	302-227-2121
Marine Police Boating and Game Warden:	302-739-4580
Coastal Rentals (Millville):	302-539-5211
Sussex County Emergency Operations Center:	302-855-7801
Bethany-Fenwick Area Chamber of Commerce:	302-539-2100
Animal & Wildlife Trapping:	302-236-1273
Vehicle Lockouts (Atlantic Lockouts):	302-381-4998
Mag Towing (for towed vehicles):	302-381-7654

## Bethany Area Ambulance Service:

A portion of your MBA assessment goes directly to the Bethany Beach Emergency Medical Service (EMS). Property owners and their family members including spouses, civil union and domestic partners, children (including sons and daughters in law), mothers, fathers in-laws, brothers, sisters, grandchildren, aunts, uncles, nieces and nephews are eligible for this reduced-rate ambulance service. Owners and employees of the commercial businesses are covered, but NOT patrons of the businesses. NOTE: This EMS ambulance service is SEPARATE from the regular fire company operations.

Sussex County 911 requires street address numbers to be visible at each property; for residential properties these must be either 3" reflective numbers on the mailbox, or 4" reflective numbers on the house. For commercial properties these numbers must be 10" high.

The Bethany Beach Volunteer Fire Department recommends also putting house numbers on your trash can enclosure.

*The inclusion or exclusion of any service or entity does not in any way imply an endorsement of any kind by the Middlesex Beach Association, its Board of Directors, Officers, employees, property management/manager, and/or residents. Furthermore, the MBA assumes no control over, and no responsibility for, the availability, services, and/or practices of any third-party.*

# MIDDLESEX BEACH ASSOCIATION (MBA)

## Rules & Regulations

### Construction, Repairs, Tree Work, Demolition, Driveways, and Parking Lots

Issued May 1, 2024 and Effective September 3, 2024

These Rules and Regulations for Construction, Repairs, Tree Work, Demolition, Driveways/Parking Lots are updated and issued annually. **Do not rely on previous documents.**

Building, remodeling, and repairs done within the MBA guidelines enhance our community and may increase property values. Rules & Regulations, policies and guidelines serve to protect neighbors from excessive disturbances and ensure quality of life during a construction project.

MBA Lot Owners (also sometimes referred to as “property owners”) and their contractors must legally comply with:

- i. these Rules & Regulations
- ii. applicable Sussex County Codes, rules and regulations
- iii. applicable Delaware State statutes, codes and regulations, and Delaware Department of Natural Resources and Environmental Control (DNREC)

**MBA Building Permits are required in advance for all Construction, Demolition, Exterior Repairs, Tree Work, Driveway, and Parking Lot Work. MBA Permits are not required for Interior Repairs.**

- a. **Large Projects** include any work valued at \$25,000 or more. Once the complete permit application is submitted to Solutions Property Management, a response by MBA may take up to thirty (30) days.
- b. **Small Projects** include any work valued at less than \$25,000. Once the complete permit application is submitted, the response may take up to ten (10) days. MBA cumulates the value of work being done concurrently or in proximity on the same property to determine whether it is considered a Small Project or whether the collective work should be deemed a Large Project.
- c. **Demolition:** The demolishing of a house or commercial property building.
- d. **Emergency Repair Work** includes only the minimum, immediate, short-term work necessary to control unexpected and

immediate threats to people or property which, if not remediated, would potentially result in injury, death, or in serious damage, destruction, or loss of property. An MBA Building Permit is not required to **initiate** Emergency Repair Work.

- i. Property owners are requested to notify MBA via the Emergency Repair Notification Form on the MBA website (or via notification to the MBA President by email or text) within 24 hours of beginning any Emergency Repair work.
- ii. An approved Emergency Permit is valid for seven (7) days. Should the emergency repair take longer than seven (7) days to complete, property owners must apply for an MBA Building Permit, and must obtain applicable permits from Sussex County, and from the Delaware Department of Natural Resources and Environmental Control (DNREC) as necessary.

**MBA Building Permit Applications may be obtained from Solutions Property Management** by calling 302-581-9060, emailing [building@middlesexbeach.org](mailto:building@middlesexbeach.org), or from the MBA website: [www.middlesexbeach.org](http://www.middlesexbeach.org).

#### 1. Construction & Demolition:

- a. **Construction** is defined as interior or exterior work resulting in a new, added, or altered main structure or its roof or attachments; detached accessory structures including sheds and detached garages, fences, walkways or retaining walls; trash and recycling enclosures; water and sewer lines; signs; and/or imperviously paved areas.
- b. This includes any reconstruction; renovation; remodeling; pile driving; drilling; excavating; filling or grading associated with the construction, staging/storage of materials or equipment related to construction or similar work; the delivery and supply of materials, removal of refuse from the construction site; or

the starting up of engines or mechanized construction equipment or vehicles.

- c. **Demolition.** See item C above in “MBA Permits are required in advance...”
2. **Repairs** are defined as the patching, mending, and replacement of materials, or fixtures for the purpose of fixing a damaged element of the primary or accessory structure. Painting done by a contractor is considered a Repair. Exterior repairs require an MBA approved permit. Interior repairs do not require an MBA approved permit. Interior and Exterior Repair work must be done during approved MBA allowable work hours. See Attachment A.
3. **Tree Work** is defined as any work requiring equipment such as trucks, trailers, cherry-pickers, or power tools to cut, chip, grind, or remove a tree or its limbs, branches, stump, or roots from a Lot. This definition does not include the use of hand tools to cut small trees, trim shrubs, or to prepare fallen branches or small trees for yard waste pick up.
4. **Contractor Work** is any work performed by an individual, agent or company hired or otherwise commercially engaged to perform work for a Lot Owner.
5. **Lot Owner(s) Work** is any Construction, Demolition, Repairs, or Tree Work performed by the Lot Owner(s) or by his or her family, guests, or renters.
6. **Holiday and/or Holiday Weekend Work:**
  - a. **Contractors** may not perform **any** kind of work in Middlesex Beach on Holidays or Holiday weekends, except Emergency Repairs.
  - b. Holidays and Holiday weekends are identified as:
    - New Year’s Day
    - Martin Luther King weekend (Saturday–Monday)
    - President’s Day weekend (Saturday–Monday)
    - Easter weekend (Saturday–Sunday)
    - Memorial Day weekend (Saturday–Monday)
    - Juneteenth
    - 4th of July (including the 3-day weekend if July 4 falls on a Friday–Monday)
- Monday)
    - Labor Day weekend (Saturday–Monday)
    - Veteran’s Day
    - Thanksgiving weekend (Thursday–Sunday)
    - Christmas Day
  - c. Lot Owner(s) may perform interior Construction and Repairs on Holidays and Holiday weekends.
7. **Permit Applications for Large Projects** must be submitted to Solutions Property Management along with the following:
  - a. **Permit Fee:**
    - i. **Residential:** \$250 plus ½% of the project cost over \$25,000, to a maximum of \$1,500. If the lot size of the project exceeds a platted MBA single lot, then the maximum permit fee is adjusted e.g., a double-lot project has a maximum permit fee of \$3,000.
    - ii. **Commercial:** \$2,000 for new construction; \$1,000 for renovation or repair.
  - b. **Damage and Completion Deposit:** 5% of the construction cost.
  - c. **Building Plans:** One (1) paper copy and a pdf of all building plans and specifications of the signed contract from the contractor, including the estimated construction costs.
  - d. **Property Site Plan** showing setbacks, location of existing structures if they will be retained, location of new structures, percentage of lot coverage, driveway and type of surface.
  - e. **Statement of Intent to Conform:** The property owner must submit a signed *Statement of Intent* form, certifying owner’s and contractor’s commitment to adhere to applicable building codes, regulations, zoning and flood maps, Restrictive Covenants, and other rules and regulations related to the project.
8. **Permit Applications for Small Projects** must be emailed to [building@middlesexbeach.org](mailto:building@middlesexbeach.org) or submitted to Solutions Property Management. Ordinarily MBA does not require a permit fee or a completion and damage deposit for Small Projects but reserves the right to take all facts

and circumstances into account and may re-characterize a Small Project for good cause. Some Small Projects will require a Property Site Plan as described in #7d above.

Days & Times Chart may result in fines assessed by the MBA Board.

9. **Permit Applications for Demolition** must be submitted to Solutions Property Management with:
  - a. **Permit fee:** \$250 (separate check payable to MBA)
  - b. **Damage & Completion Deposit:** \$1,000 (separate check payable to MBA)
10. **Days and Times for Work:** Please see Days & Times Chart, Attachment A.
11. **MBA Restrictive Covenants:** Compliance with the Restrictive Covenants remains the responsibility of the property owner, including throughout a building project and subsequent clean-up.
12. **Timely Start of Work:** Construction and demolition or other work must start within one (1) year from the date the permit was approved by the Building Committee. Otherwise, the Permit will be declared null and void and permit fees forfeited. A project started later than one (1) year after the permit has been issued will be considered a new project, and a new permit application must be submitted.
13. **Damage and Completion Deposit:** A construction Damage and Completion Deposit may be retained for remedial issues or may be forfeited in part or in whole for any violations of the MBA Restrictive Covenants related to the project. Note that projects must be started and completed within the allowed time periods for specific types of work. Construction or demolition which is not completed in a timely manner may be deemed “abandoned” and face consequences under Section 4.4 of the MBA Restrictive Covenants.
14. The Damage and Completion deposit will be returned (in whole or part) upon approval by the MBA Board after the MBA Final Inspection and Completion has been successfully performed and all construction signs have been removed from the property.
15. **Monetary Fines:** Violations of the Covenants, Rules & Regulations for Construction and/or the

16. **Regulation by Multiple Jurisdictions:** Setbacks, elevation, height and other construction and repair requirements for Sussex County, DNREC, and MBA are not identical. Construction or other work must comply with all applicable restrictions and requirements. Projects must comply with the most restrictive of the requirements.
17. **Property Site Surveys:** Property boundary corners must be PHYSICALLY STAKED and CLEARLY MARKED for applicable exterior projects and must remain marked until the project’s final inspection has been completed. Required property site surveys are at the owner’s expense and responsibility.
18. **Changed Building Plans:** The property owner must inform the MBA Building Committee in writing or by emailing [building@middlesexbeach.org](mailto:building@middlesexbeach.org) of any proposed variation from the approved plans. For example, proposed changes to the existing footprint, height, or square footage of any structure will require a new or amended Building Permit. Other changes and modifications to the approved plans may also require applying for a new or amended permit.
19. **Height Surveys:** No structure of any type shall exceed the height of thirty-five (35) feet. The height will be measured from the highest point of any MBA road immediately adjacent to the lot to the highest point of the building including but not limited to any ornamental improvements such as cupolas, widow’s walks, crow’s nest, elevator housings, chimneys or similar structures. See Sect. (2)(2.1) of the MBA Restrictive Covenants. If the design height is more than thirty (30) feet above the highest point of the immediately adjacent MBA road, height verification will be arranged by MBA and performed by a licensed surveyor with the cost covered by the applicable Building Permit fee.
20. **Kitchens:** All dwellings in the Residential District and any homes built in the Commercial District shall be built and maintained with a single metering system for each utility and with only one (1) Kitchen. [Sect. 6.1]

**21. Enclosures & Screenings:**

- a. All dwellings built upon pilings must be enclosed by pickets or walls from the ground to the level of the first floor. Entrances for vehicles and walkways may remain unenclosed. [Sect. 6.9]
- b. HVAC units, generators, and above-ground propane tanks must be screened if they will be visible from the street looking from the front of the property.

**22. Drainage:** Drainage will be designed to comply with all state and county codes and regulations, including fill dirt requirements. Surface water may not be unreasonably diverted onto abutting properties to the detriment of the neighboring properties. Stormwater runoff must be directed to existing drainage systems such as open swales, culverts, ditches, and the like.

**23. Swimming Pools:** Swimming pools and related equipment and structures (including fences and pumps) shall comply with Rules & Regulations Concerning Swimming Pools in Middlesex Beach, and with all MBA governing documents. See **Attachment B**.

**24. Total Footprint:** The total footprint of all structures on any lot shall not exceed forty-five (45%) of the area of such lot. See Sect. (6)(6.1) of the MBA Restrictive Covenants. Impervious surfaces and all driveways are considered a structure for the purpose of the 45% calculation.

**25. Driveways:** All driveways in the Residential District must have a pervious surface with a pervious subsurface. New construction and other work which occurs on the Ocean Side of the MBA community must not be configured to remove or to reduce any existing community street parking spaces on the ocean side. An undeveloped property, however, will be assured driveway access.

**26. Impervious Surfaces Prohibited:** No MBA community property may be covered by impervious surfaces. The subsurface that forms the base for a pervious surface must also be of pervious materials. This restriction includes driveway material extending to MBA roads or across ditches, culverts, or rights of way.

**27. Construction Debris:** The property owner must provide a dumpster for all construction debris. Debris and/or construction materials, including trimmings or fill, is not allowed to accumulate on the property at any time or to blow, wash or otherwise migrate off the property to surrounding areas. The property owner must remove debris and construction materials, within ten (10) days of the project being completed, or work being halted, suspended or terminated for ten (10) consecutive days.

**28. Dumpsters and Portable Toilets:** Dumpsters, port-a-potties, and similar facilities or equipment may never be placed on community property.

**29.** It is the owner's responsibility to notify the Building Committee of readiness for foundation and setback checks, height survey, and the Final Inspection.

- a. **Setback Check:** the setbacks will be verified for compliance with the MBA covenants [Sect 6.2]
- b. **Height Surveys:** See item #19
- c. **Final Inspection:** If the approved project includes interior and exterior work or is a whole house build, the interior and exterior of a project will be inspected to ensure completion of the project, compliance with the Covenants, and with the approved plans. [Sect 4.3 (c ) and 4.5]

**30. Owner Responsibility for Contractors:** Property owners are liable for all damage to community property or others' privately-owned properties, whether caused by their actions, omissions, or negligence, or through those of tenants, lessees, guests, agents, contractors or subcontractors acting on their behalf.

**31. Repair and Restoration:** It is the responsibility of property owners to restore, replace, repair or correct damage to community property, including structures, signs, trees, shrubs, landscaping, ditches, culverts, swales, fences, wetlands, roads, or other items or areas, arising from construction, repairs, or other work on, or the development of, their lots. MBA may require that such repairs, replacement, restoration, or remediation work use MBA-approved materials, and be completed in accordance with MBA's technical and/or permit standards at the sole expense of the owner. In the case of large



projects, the Construction Deposit may be used for these items if MBA needs to arrange for proper repairs or remediation.

**32. Signs/Signage:** Signs or signage of any type must comply with applicable MBA rules and regulations, including MBA *Restrictive Covenants* Section (5) for signs anywhere in Middlesex Beach; Section (6.7) for Residential signs; and Section (7.8) for Commercial signs. An approved Building Permit is required for any proposed changes, alterations, repairs or additions to existing signs or signage. A permit is not required if the only change is to the copy on a sign, such as hours of operation, business name, product offerings, etc., provided that the type or features of the existing sign are not altered, and that the sign otherwise complies with the MBA Restrictive Covenants, rules, and regulations.

**a. Compatibility:** Signs must be compatible with the adjoining MBA residential neighborhoods, and in the Commercial District must also be compatible with other approved commercial signs.

**b. Nature and Impact of the Sign:** In exercising its business judgment to approve or reject an application, the MBA Board will consider if the proposed size, construction, or features, whether taken individually or as a whole:

- i. would cause the proposed sign or signage to be incompatible with adjoining MBA residential neighborhoods, including, without limitation, whether the sign or signage is deemed obtrusive, intrusive, conspicuous, garish, blatant, or excessively bright or intense; and
- ii. would create a material annoyance, inconvenience, discomfort, or injury to neighboring property or properties, or to person or persons, or would materially impair an MBA member's or members' quiet enjoyment of his or their properties.

**c. Prohibited Signs:** Flashing signs, including, without limitation, signs which change messages, colors, copy or images more frequently than once per 24-hour period. With the sole exception of signs which change *only* as to time and temperature

information, this prohibition includes, among other signage: changeable signs, digital and LED signs, Electronic Message Centers, Electronic Message Displays, billboards, and all signs whose operation includes a message that scrolls, fades, dissolves, transitions, travels, flips, rotates, streams, shades, or simulates animation or movement.

**33. Violations:** Alleged violations of these Rules are to be reported in writing (written note, email, or text etc.) to the MBA Building Committee ([building@middlesexbeach.org](mailto:building@middlesexbeach.org)) or the MBA President. Documentation by photos of such violations is recommended. Anonymous reports will not be accepted.

## Attachment A: Days and Times Chart | Work by Contractors

	Emergency Repairs (d)	Construction & Demolition (1)	Repairs (2)	Tree Work (3)
September from the day after Labor Day to October 31	Emergency repairs include only the minimum, immediate, short-term work necessary to control unexpected & immediate threats to people or property which, if not remediated, would potentially result in injury, death; or in serious damage, destruction, or loss of property. An MBA Building Permit is not required to initiate Emergency Repair Work.	<b>M-F: 8:00 AM</b> with departure from site no later than <b>6:00 PM</b>	<b>M-F: 8:00 AM</b> with departure from site no later than <b>6:00 PM</b>	<b>M-F: 8:00 AM</b> with departure from site no later than <b>6:00 PM</b>
November 1 to June 30		<b>M-F: 8:00 AM</b> with departure from site no later than <b>6:00 PM</b> . Saturdays: <b>9:00 AM</b> with departure from site no later than <b>4:30 PM</b> . <b>Note: No new exterior construction may begin after June 1.</b>	<b>M-F: 8:00 AM</b> with departure from site no later than <b>6:00 PM</b> . Saturdays: <b>9:00 AM</b> with departure from site no later than <b>4:30 PM</b>	<b>M-F: 8:00 AM</b> with departure from site no later than <b>6:00 PM</b> . Saturdays: <b>9:00 AM</b> with departure from site no later than <b>4:30 PM</b>
July 1 to September until the day after Labor Day		<b>Construction work (inside &amp; outside) is NOT allowed through the day after Labor Day.</b>	Only Interior Work within completely enclosed space with windows & doors closed <b>M-F: 8:00 AM</b> with departure from site no later than <b>6:00 PM</b> . Repairs by these contractors may be performed at any time: cable, HVAC, pumps/ sewer/plumbing; propane; telephone; electricity.	No work allowed except for work that meets "Emergency Repair Procedures" requirements

## Days and Times Chart

### Work by Lot/Property Owner(s) with Family & House Guests & Renters

	Emergency Repairs (d)	Construction & Demolition (1)	Repairs (2)	Tree Work (3)
September from the day after Labor Day to October 31	Emergency repairs include only the minimum, immediate, short-term work necessary to control unexpected & immediate threats to people or property which, if not remediated, would potentially result in injury, death; or in serious damage, destruction, or loss of property. An MBA Building Permit is not required <b>to initiate</b> Emergency Repair Work.	<b>M-F: 8:00 AM</b> until no later than <b>6:00 PM</b>	<b>M-F: 8:00 AM</b> until no later than <b>6:00 PM</b> ;  <b>Saturdays: 9:00 AM-4:30 PM</b>  <b>Sundays: 9:00 AM-4:30 PM</b>	<b>M-F: 8:00 AM</b> until no later than <b>6:00 PM</b> ;  <b>Saturdays: 9:00 AM-4:30 PM</b>  <b>Sundays: 9:00 AM-4:30 PM</b>
November 1 to June 30		<b>M-F: 8:00 AM</b> until no later than <b>6:00 PM. Saturdays: 9:00 AM</b> until no later than <b>4:30 PM; Sundays: 9:00 AM-4:30 PM</b>	<b>M-F: 8:00 AM</b> until no later than <b>6:00 PM. Saturdays: 9:00 AM</b> until no later than <b>4:30 PM; Sundays: 9:00 AM-4:30 PM</b>	<b>M-F: 8:00 AM</b> until no later than <b>6:00 PM. Saturdays: 9:00 AM</b> until no later than <b>4:30 PM; Sundays: 9:00 AM-4:30 PM</b>
July 1 to September until the day after Labor Day		<b>Construction work (inside &amp; outside) is NOT allowed through the day after Labor Day.</b>	Only Interior Work within completely enclosed space with windows & doors closed. <b>M-F: 8:00 AM</b> until no later than <b>6:00 PM; Saturdays: 9:00 AM</b> until no later than <b>4:30 PM; Sundays: 9:00 AM-4:30 PM.</b> Repairs by these contractors may be performed at any time: cable, HVAC, pumps/sewer/plumbing; propane; telephone; electricity.	No work allowed except for work that meets "Emergency Repair Procedures" requirements.

## **Attachment B Swimming Pools**

### **Rules & Regulations Concerning Swimming Pools in Middlesex Beach (MBA)**

1. Swimming pools must be in conformity with the MBA Restrictive Covenants.
2. Swimming pools are considered a structure.
3. Pools must comply with the setback requirements. See [Sect. (2)(2.2)] of the MBA Restrictive Covenants.
4. Pools are not allowed forward of the front parallel of the principal structure.
5. Every swimming pool must be protected by a safety fence or barrier at least four (4) feet in height. Fences may be up to six (6) feet in height. Any portion of the fence between four (4) and six (6) feet high shall contain repeated patterns of openings equal to at least 50% of the said area of such a fence. See [Sect.(6.6)(b)] of the MBA Restrictive Covenants.
6. Gates in the safety fence must be self-closing and self-latching.
7. All pool equipment must be fully screened.
8. Above-Ground Pools that are temporary in nature are prohibited. See [Sect. (9.3)] of the MBA Restrictive Covenants.
9. In-Ground Pools
10. There must be a walk space or apron at least five (5) feet wide surrounding all sides of the pool. This walk space/apron may intrude on the rear and/or side setbacks. Any portion of the walk space/apron that intrudes on the setback(s) must be of a pervious surface. See [Sect. (2)(2.2)] of the MBA Restrictive Covenants.
11. The total footprint of all structures on any lot shall not exceed forty-five (45%) of the area of such lot. See [Sect. (6)(6.1)] of the MBA Restrictive Covenants.
12. Submission of the appropriate Building Permit application will be required to begin the approval process. Corresponding fees and deposits may apply. See [Sect. (4.2)] of the MBA Restrictive Covenants.
13. Plot plans are required to be submitted along with the "Construction Large Projects" permit application and other required documentation for the approval process. Such plot plan will be a prepared survey or scaled drawing of the property with the proposed locations of the swimming pool and all current structures on the property. The plot plan must show:
  - The overall dimensions of the property
  - Street labeled
  - Location of existing structures and proposed location of swimming pool and its dimensions
  - Location and dimensions of the surrounding walkway
  - Distance from the pool to the rear and side setbacks
  - Distance from the surrounding walkway/ apron to the rear and side setbacks

Approved 03.16.24



# Certificate of Incorporation of Middlesex Beach

As adopted March 13, 2010

In furtherance of a desire to associate ourselves together, as a non-stock corporation, to transact, promote, conduct, carry out and advance the business and the objects and purposes hereinafter set forth, do hereby make and file this Certificate of Incorporation, in writing, in pursuance of the General Corporation Law of the State of Delaware, and certify as follows:

**FIRST:** The name of this corporation is: MIDDLESEX BEACH ASSOCIATION, sometimes hereinafter referred to as the "Association".

**SECOND:** The principal office of the Association, within the State of Delaware, shall be located in or near the Town of Bethany Beach, Baltimore Hundred, Sussex County, Delaware, and the name and address of the Resident Agent thereof shall be the Association's attorney of record as may be determined from time-to-time.

**THIRD:** The nature of the business and the objects and purposes to be transacted, promoted, conducted, carried out and advanced by the Association are as follows:

1. To engage in the management, supervision, and/or control of MIDDLESEX BEACH, a restricted, real estate development, situate in Baltimore Hundred, Sussex County, Delaware.
2. To enforce and carry out, or waive, abandon, terminate, modify, alter, change, amend, and/or add to the Restrictive Covenants, Remedial Clauses and Reservations applicable to the lands and premises comprising MIDDLESEX BEACH, aforesaid, or the title to all and singular the lands and premises comprising the same.
3. To collect, receive and/or expend any and all maintenance charges and assessments authorized to be laid or levied upon the lands and premises comprising MIDDLESEX BEACH, aforesaid, in pursuance of the Restrictive Covenants and Remedial Clauses applicable thereto.
4. To own, operate, maintain, lease, sell, manage, supervise, control, furnish, provide, deal in and deal with in any manner whatsoever, every and all kinds of services, facilities and/or utilities which may be required or desirable unto MIDDLESEX BEACH, aforesaid.
5. To purchase, take, own, hold, deal in, mortgage or otherwise lien, and to lease, sell, exchange,

convey, transfer or in any manner whatsoever dispose of real property within or without the State of Delaware, subject to the provisions of Article Eighth, Sections (6) and (7).

6. To manufacture, purchase or otherwise acquire, and to hold, own, mortgage, or otherwise lien, pledge lease, sell, assign, exchange, transfer or in any manner dispose of, and to invest, deal and trade in and with goods, wares, merchandise and personal property of any and every class and description, within or without the State of Delaware.
7. To acquire the good will, rights and property, and to undertake the whole or any part of the assets and liabilities of any person, firm, association or corporation; to pay for the same in cash, bonds or otherwise; to hold or in any manner to dispose of the whole or any part of the property so acquired; to conduct in any lawful manner the whole or any part of any business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of such business.
8. To guarantee, purchase or otherwise acquire, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock, bonds or other evidences of indebtedness created by other corporations, and while the holder of such stock to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.
9. To purchase or otherwise acquire, apply for, register, hold, use, sell or in any manner dispose of and to grant licenses or other rights in an in any manner deal with patents, inventions, improvements, processes, formulas, trade-marks, trade- names, rights and licenses secured under letters patent, copyrights or otherwise.
10. To enter into, make and perform contracts of every kind for any lawful purpose, with any person, firm, association or corporation, town, city, county, body politic, state, territory, government or colony or dependency thereof.
11. To borrow money for any of the purposes of the Association and to draw, make, accept, indorse, discount, execute, issue, sell, pledge or otherwise dispose of promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable or non-negotiable, transferable

or non-transferable instruments and evidences of indebtedness and to secure the payment thereof and the interest thereon by mortgage or pledge, conveyance or assignment in trust, of the whole or any part of the property of the Association at the time owned or thereafter acquired.

12. To have one or more offices and to conduct any or all of its operations and business and to promote its objects, within or without the State of Delaware, without restriction as to place or amount.
13. To carry on any other business in connection therewith.
14. To do any or all of the things herein set forth as principal, agent, contractor, trustee or otherwise, alone or in company with others.

The objects and purposes specified herein shall be regarded as independent objects and purposes and, except where otherwise expressed, shall be in no way limited nor restricted by reference to or inference from the terms of any other clause or paragraph of this Certificate of Incorporation.

The foregoing shall be construed both as to objects and powers and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred on this association by the Laws of the State of Delaware.

#### **FOURTH:**

1. This Association has no authority whatsoever to issue any capital stock.
2. Membership in this Association shall be limited and restricted to owners of real estate situate, lying and being in MIDDLESEX BEACH, a restricted, real estate development, situate in Baltimore Hundred, Sussex County, Delaware. Owners may be an individual, group of individuals, or other legal entity.
3. Each owner, sometimes hereinafter referred to as "Member", shall be entitled to one (1) vote at all meetings thereof for each full lot owned by such Member in freehold in Middlesex Beach, aforesaid, either as shown upon the original sub-division plot thereof, or as shown upon any Supplemental Plot Plan thereof bearing the approval of the Association and recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware. At any election of Directors of the Association each Member shall be entitled to cast as many votes thereat as there are Directors to be elected times the number of full lots owned by such Member in freehold as

aforesaid. Only one vote may be cast in respect to any lot for any nominee.

4. Members may vote in person or by proxy at all meetings or elections of Directors of the Association.
5. Whenever a given lot in MIDDLESEX BEACH, shown as aforesaid, is owned by several persons, only that number of votes shall be cast with respect to such lot as would otherwise be permitted if the same were held in single ownership. In the event of such multiple ownership of a lot, only one of the owners, who shall be selected by the other owners of said lot, may cast votes on behalf of all of the owners of said lot and fractional voting shall not be allowed. If the owners of a lot owned by more than one person cannot agree, no vote with respect to such lot shall be cast or accepted.
6. In the event any Member of the Association shall cease to be an owner of real estate situate, lying and being in MIDDLESEX BEACH, as aforesaid, such Member's membership in the Association shall immediately cease.
7. Membership in the Association, and all rights, privilege and powers, appertaining thereto shall be non-assignable and nontransferable, except upon transfer of ownership of a lot.
8. The Association cannot be dissolved without the consent of eighty percent (80%) of the Members of the Association. In the event of a decision by the Members authorizing the dissolution or liquidation of the Association, the net assets thereof remaining after payment or settlement of all valid, prior claims outstanding against the Association shall be transferred as a majority of the Board, with the concurrence of eighty percent (80%) of the Members of the association, may direct to (a) the Members proportionately in respect to the number of lots owned, (b) one or more organizations not organized for profit and no part of the net earnings of which inures to the benefit of any private shareholder or individual; or (c) the State of Delaware, or any political subdivision thereof. In the event the Board of Directors fails to select a qualified recipient of the Association's net assets within one year of the dissolution of the Association, such net assets shall be transferred to the State of Delaware.
9. Further conditions, qualification, limitations, restrictions, rights, duties, privileges and powers appertaining to membership in the Association, not inconsistent herewith, may be provided for in the Bylaws thereof.

**FIFTH:** The Association shall have perpetual existence.

**SIXTH:** The private property of the Members of the Association shall not be subject to the payment of the corporate debts thereof to any extent whatsoever.

**SEVENTH:**

1. Membership on the Board shall be limited to Members, their spouses, daughters and sons of Members, or principals of artificial entities (such as corporations, limited liability companies, trusts, and partnerships) that are owners of lots in Middlesex Beach, provided that no Director shall be less than twenty-one years of age. Whenever any such Director shall cease to be a Member of the Association, his office shall be vacated thereby.
2. The number of Directors shall never be less than five (5), but may be more if the Bylaws so provide. The number of Directors shall be an odd number.
3. The Board shall be elected by the Members for two year terms. The Board shall be divided into two equal classes as determined by the expiration of the two year term for which they were elected. Directors constituting the classes shall be elected at the End of the Season Membership Meeting (the "September Membership Meeting") in alternating years as their terms expire. In addition, a former Director who is not continuing to serve as an elected Director shall serve on the Board in accordance with procedures to be set forth in the Bylaws. All Directors shall have equal voting rights.
4. An elected Director shall hold office during the term for which he is elected and until his successor is elected and qualified, unless his office be sooner vacated by his death, loss of membership in the Association, resignation, or other disqualifying event. Terms of office shall commence upon the adjournment of the Meeting at which they are elected.
5. The Board of Directors shall have power to fill vacancies in its own membership until the next Meeting of the Members at which Directors of the Association are elected.

**EIGHTH:**

1. The Board of Directors shall have general supervision, management and control over the business and affairs of the Association.
2. The Board of Directors shall appoint all officers and managers of the Association, define their authorities and duties, and discharge or relieve

them of their respective offices at will, without cause.

3. The Board of Directors shall serve without compensation for their services as such, but may be compensated for services performed at the request of the Board, distinct from their duties, responsibilities or obligations as Directors or Officers, in such reasonable amounts as the Board may determine. In the determination of any such compensation, the intended Director or Officer recipient of any such compensation shall absent himself from such discussion and vote.
4. The Board of Directors shall fix the salaries or other compensation of the officers, managers, agents, servants, and employees of the Association. The Board may provide for reimbursement of actual expenses incurred by any Director, officer, employee, manager or agent for the benefit of the Association.
5. The Board of Directors shall have the power to fix the amount to be reserved as working capital, and to authorize and cause to be executed, mortgages and liens without limit as to the amount, upon the property and franchise of the Association. The Board of Directors shall have the power to dispose of, in any manner, the whole property of the Association; however, no lands of the Middlesex Beach Association may be sold or otherwise disposed of without the consent of sixty percent (60%) of the Members of the Association.
6. The Board shall not enter into any easement agreement(s) that will encumber the lands of the Association, or enter into any agreement, or series of agreements, for any lease, easement or rental involving any of the lands of the Association, for a period of longer than five (5) years without the consent of sixty percent (60%) of the Members of the Association.
7. By and with the vote or written consent of no less than sixty percent (60%) of the then owners of all lots situate in MIDDLESEX BEACH, aforesaid, the Board of Directors shall have the power to waive, abandon, terminate, modify, alter, change, amend, or add to the Restrictive Covenants, Remedial Clauses and Reservations, or any of them, applicable to the lands and premises comprising MIDDLESEX BEACH, aforesaid.
8. The Board of Directors shall have the power to designate and appoint one or more committees of the Board, which shall have and may exercise such powers as the Board of Directors shall confer upon the same.

9. Subject to the Laws of the State of Delaware, the Board of Directors shall have the power and authority to exercise any and all other powers, in addition to those expressly conferred by this Certificate of Incorporation and the Bylaws of the Association, as may be conferred upon the Board of Directors through an appropriate Bylaw provision.

**NINTH:**

1. Membership meetings shall be held in May and at the end of the summer season, usually September, of each year as provided in the Bylaws of the Association at such time and place as the Board shall designate. The Board shall hold its meetings at such time, date and location as it may determine consistent with the Bylaws, keep the books of the Association, and have one or more offices, at such place or places as may be determined, from time to time, by the Board, except as otherwise provided in the Bylaws or required by the laws of the State of Delaware.
2. The accounts, books and records of the Association shall be open to inspection by any Member of the Association upon a written request to the Board stating the proper purpose of the request. Within 5 days of receipt of such a request, the Board or its designee shall respond to the requesting Member to make an appointment for such inspection, if appropriate, or to make any further inquiries regarding the purpose of the request, if necessary. An appointment to inspect, when appropriate, shall be scheduled to occur within 15 days of the Board's or its designee's response to the requesting Member, or on such other date as may be mutually agreed upon by the parties. No Member shall have the right of inspecting any account, book or record of the Association, if the inspection would be contrary to the laws of the State of Delaware.

**TENTH:** The Association reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and all rights, privileges and powers conferred on the Officers, Directors and Members of this Association herein and hereby, are granted subject to this Reservation, provided that the exercise of any such proposed action by the Membership shall be initiated by submitting to the Board, not less than sixty days preceding the next regular Membership Meeting, a written petition containing the proposed action signed by not less

than fifty Members or by a written resolution adopted by an absolute majority of the Board. Such petition or resolution shall be presented at the next regular Membership meeting, or at a special Membership Meeting, as the Board shall determine, where it shall be considered and voted upon. Any such petition or resolution shall be submitted in writing by the Board to the Membership not less than fourteen days before said meeting together with notice of the date, time and place of the meeting at which the action will be considered and voted upon. Adoption shall require the affirmative vote of not less than an absolute majority of all Members, provided that Article Fourth, Section (8) of this Certificate of Incorporation, addressing dissolution, may only be amended by the affirmative vote of no less than eighty percent (80%) of the then owners of lots situate in Middlesex Beach and, otherwise, in the manner provided in Article Fourth Section (8); that Article Eighth, Section (6) of this Certificate of Incorporation, addressing the sale or disposition of land, may only be amended by the affirmative vote of no less than sixty percent (60%) of the then owners of lots situate in Middlesex Beach and, otherwise, in the manner provided in Article Eighth Section (6); and that Article Eighth, Section (7) of this Certificate of Incorporation, addressing the lease, rental, or encumbrance by easement of land, may only be amended by the affirmative vote of sixty percent (60%) of the then owners of lots situate in Middlesex Beach and, otherwise, in the manner provided in Article Eighth Section (7); and that Article Eighth, Section (8) of this Certificate of Incorporation, addressing changes in the Covenants of the Association, may only be amended by the affirmative vote of no less than sixty percent (60%) of then owners of lots situate in Middlesex Beach and, otherwise, in the manner provided in Article Eighth Section (8). Notwithstanding the foregoing, the Board is authorized to make such grammatical, stylistic, spelling, sequencing, numbering, capitalizing and other nonsubstantive changes in the Certificate of Incorporation as it deems appropriate from time-to-time, provided that any such changes receive the unanimous approval of the Board.

**ELEVENTH:** The invalidating of any one of the foregoing provisions, by any court of competent jurisdiction and/or due to a conflict with any existing or future law, shall in nowise affect or impair the full force and effect of all other provisions hereinbefore set forth, and in any such event all such other provisions as are not expressly invalidated thereby shall remain in full force and effect.



# Restrictive Covenants, Reservations, and Remedial Clauses

Amended May 2015

MIDDLESEX BEACH ASSOCIATION, a Delaware corporation, does hereby certify that the following is a true copy of the AMENDMENT TO RESTRICTIVE COVENANTS, RESERVATIONS AND REMEDIAL CLAUSES, presently applicable to the DEVELOPMENT named MIDDLESEX BEACH, in Baltimore Hundred, Sussex County, Delaware, as more particularly described by the PLAT of MIDDLESEX BEACH of November 1958, being filed in Georgetown, which Revised Restrictive Covenants, Reservations and Remedial Clauses thereto applies to the entire development above-named, and shall become effective when a copy of Amendment To Restrictive Covenants, Reservations and Remedial Clauses, executed and acknowledged by Middlesex Beach Association, in accordance with the usual form of execution and acknowledgement of Deeds to land by a Delaware corporation, together with the written consent of sixty percent (60%) or more of the present owners of all the lots in MIDDLESEX BEACH, or a certificate by the Association verifying under oath by the President thereof, or in the case of his absence or inability, by any Vice-President thereof, setting forth the time, manner and result of the taking of the vote of all the Members in Middlesex Beach, have been filed for record in the Office of the Recorder of Deeds, of the State of Delaware, in and for Sussex County, pursuant to the amendment provisions of Paragraph 18 of said Restrictive Covenants, as amended and filed for record in the Office of the Recorder of Deeds, of the State of Delaware, in and for Sussex County, in Deed Book 1477, Page 19 et seq.

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 MIDDLESEX BEACH, aforementioned, saving and excepting that parcel thereof designated thereon as "Delaware Power & Light Parcel", 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 subject to the following amendments to the Restrictive Covenants, Reservations and Remedial Clauses, and such Restrictive Covenants, Reservations and Remedial Clauses not so amended shall remain in full force and effect as heretofore adopted, viz:

## (1) DEFINITIONS

**(1.1) ASSOCIATION:** The Middlesex Beach Association,

hereinafter referred to as "Association", is a Delaware Corporation consisting of all legal ownership entities (i.e., individuals, corporations, partnerships, or other legal entities, both singular and plural) of real estate lots within Middlesex Beach and having an equal ownership interest in the common real and personal property owned by the Association.

**(1.2) BOARD:** The body that is elected according to the current Association governing documents to act on behalf of, and for the common good of, all Members of the Association.

**(1.3) COMMERCIAL DISTRICT:** All those lots located on the Plat within blocks H, I, J, K and L, inclusive, unless such lots have been converted to Residential lots in accordance with the provisions of Section (7.4) herein.

**(1.4) FRONT PROPERTY LINE:** The property line of any lot that is located adjacent to a community Road or public roadway, unless designated otherwise in Sections (2) or (7.4).

**(1.5) FRONT YARD:** The portion of the lot that lies between the Front Property Line and a line extending from the front- most point of the primary structure to the Side Property Lines and which is parallel to the Front Property Line.

**(1.6) KITCHEN:** A room where food is stored, prepared and cooked, and where the dishes are washed.

**(1.7) MEMBER:** The owner of each lot on the Plat of Middlesex Beach. Note that a person or ownership entity may count as more than one (1) Member if that person or entity is the owner of more than one (1) lot.

**(1.8) MEMBER IN GOOD STANDING:** A Member who is current in his or her payment of all assessments, dues and other charges due and owing the Association, and who is not in violation of these Restrictive Covenants or any other rule or regulation governing the Members. Any violation of either these Restrictive Covenants or any other rule or regulation governing the Members, which is unrelated to the payment of assessments, dues or other charges, must be made known to the violating Member via a written notice from the Association in order for said violation to form the basis of a determination that the Member is not a Member in Good Standing as defined herein.

**(1.9) REAR PROPERTY LINE:** The property line of any lot that is located opposite the Front Property Line.

**(1.10) REAR YARD:** The portion of the lot that lies between the Rear Property Line and a line extending from the rear- most point of the primary structure to the side property lines and which is parallel to the

Front Property Line intersecting the two corners of the primary structure closest to the Front Property Line.

**(1.11) RECREATIONAL VEHICLE:** A structure on wheels or originally capable of mobility, designed to be self-propelled or permanently towable by an automobile, truck or other motor vehicle and which is intentionally outfitted or equipped so that humans can sleep or live therein or which can be used for storage. The term shall include vehicles mounted on temporary or permanent foundations with the wheels removed.

**(1.12) RESIDENTIAL DISTRICT:** All of the remaining blocks and lots of the community which are not included within the Commercial District, and including any Commercial lot or lots converted to Residential lots in accordance with Section (7.4) herein.

**(1.13) ROAD:** Any of the common property designated on the Plat and identified as Roads, whether or not said common property is improved by paving. The definition of Road shall not include Coastal Highway passing through the community (identified on the Plat as "Delaware State Route No. 14", now identified as State Route 1) or Kent Avenue (identified on the Plat as "Delaware State Route No. 361") located to the west of the community.

**(1.14) SETBACK AREA:** The area of each lot that falls between each of the Front, Rear or Side Property Lines and the minimum required setback line.

**(1.15) SIDE PROPERTY LINES:** The property lines that connect the Front Property Line and Rear Property Line.

**(1.16) SIDE YARD:** All the land area of a lot which is neither the Front Yard nor Rear Yard and which does not have a part of the primary structure constructed thereon.

**(1.17) SIGN:** A structure, symbol, device, banner, commercial flag, illustration, mural, painting, or written message designed or intended to convey information to the public in written or pictorial form. Such information may include, but is not limited to, a commercial advertisement, announcement, identification, description, direction or similar communication. Numbering or other indicia used to identify a property's address is not considered a Sign for purposes of these Restrictive Covenants.

**(1.18) SIGN AREA:** The entire area within a continuous perimeter, enclosing the entire limits of the sign display, including any frame, structure, or border. Curved or spherical signs, or signs which are composed of letters, words, representations, forms, shapes or designs which follow no rectangular pattern, shall be considered to include the entire rectangular area encompassing the entire outer limits of the letters, words, representation, forms, shapes or designs.

## **(2) HEIGHTS, SETBACKS & MISCELLANEOUS**

**(2.1)** No building of any type, whether it be in the Residential District or the Commercial District, shall exceed the height of thirty-five (35) feet, said height to be measured from the highest point of any Road immediately adjacent the lot to the highest point of the building, including, but not limited to, any ornamental improvements such as cupolas, widow's walks, crow's nest, elevator housings, chimneys or similar structures. Antennas, satellite dishes, lightning rods, flag poles, standpipes, or similar protrusions may be allowed to exceed the height limit only when specifically permitted and approved by the Board.

**(2.2)** Front, side and rear Setback Areas of each lot shall be maintained free of any buildings or structures, or part thereof, except as specified in subsections (a)-(i) of this section. All setback lines shall be measured from the widest building appurtenances. Roof overhangs of greater than two (2) feet shall count towards the size of the structure, and may not project into any setback area. Roof overhangs of two (2) feet or less may project into any setback area. None of the lot area within the rear or either side setback shall be covered by non-pervious walkways, with the exception of corner lots which may have non-pervious walkways or driveways as necessary to access a Road. The Construction Regulations of Section (4.1) shall include specifics of pervious and non-pervious walkways. Unless grandfathered in accordance with these Restrictive Covenants, structures allowed in the Setback Area are limited to:

- a. Dune crossing walkways, provided they meet criteria established by the Department of Natural Resources and Environmental Control (DNREC);
- b. Fences and retaining walls, which must be constructed in accordance with Section (4.8), (6.6) or (7.7) as appropriate;
- c. Other walkways or retaining walls, provided that they are no more than one (1) foot above finished grade;
- d. Trash and recycling can enclosures, which must be constructed in accordance with Section (6.5) or (7.5) as appropriate;
- e. Shower stalls and clotheslines, provided that they are in the Side Yard or Rear Yard;
- f. Below ground propane tanks, which shall be located at least two (2) feet from any property line;
- g. Detached accessory buildings of not more than two hundred (200) square feet, if constructed in accordance with Section (6.8), which shall be located at least four (4) feet from any property line;

- h. Driveways, provided that any portion which is not of pervious material shall be at least five (5) feet from Side and Rear Property Lines; and
- i. HVAC units.

**(2.3)** In cases of single ownership of two (2) or more contiguous lots, the setback lines shall apply to the combined parcel of lots as a whole, provided the owner or occupier thereof makes use of the combined parcel of lots for one (1), single purpose. Any and all of the combined parcel of lots being used for one (1), single purpose must be titled in the name of the same entity (i.e., the same individual; the same individuals where there is more than one (1); or the same entity, whether the entity is a trust, corporation, LLC, or other) in the land records of Sussex County in order to take advantage of the setback provisions contained in this Section (2.3). If the combined parcel of lots being used for one (1), single purpose front in different directions, then the Front Property Line and Front Yard of the whole shall be determined by the owner or occupier by and with the written approval of the Board.

**(2.4) MAINTENANCE OF LOTS & STRUCTURES:** All Members are responsible for maintaining their lot and any structures located thereon at their sole expense.

**(3) GRANDFATHERING OF EXISTING INFRINGEMENTS**

Except as otherwise provided in these Restrictive Covenants, any structure in Middlesex Beach that exists as of the effective date of this amendment (unless otherwise provided elsewhere in these Restrictive Covenants) may be continued even though such structure does not conform to the requirements and provisions of this amendment. Such existing, but non-conforming, structures shall be deemed to be “grandfathered structures”. In the event the grandfathered structure is a deck or balcony that is located in any setback, no portion of such deck or balcony may be enclosed if it is to remain in the setback. Any grandfathered structure may be repaired. An MBA Building Permit as specified in Section (4) is required in order to determine that the work is not an impermissible modification, alteration, enlargement or extension. This Section (3) does not apply to the garbage/trash receptacle requirements and/or enclosure/screening requirements set forth in Sections (6.5), (6.9), (7.5) and (7.6) hereof.

**(4) CONSTRUCTION AND DEMOLITION PROCEDURES**

**(4.1) RULES AND REGULATIONS FOR CONSTRUCTION:**

Each Member of Middlesex Beach Association shall comply with published rules and regulations

pertaining to any construction at Middlesex Beach as enacted by the Board and published in the Middlesex Beach Association Construction Regulations, hereinafter “Construction Regulations”. No alteration in the exterior appearance or interior layout of any building, structure, or improvement shall be made unless the procedures for construction have been followed. If the Board shall fail to disapprove the plans, specifications or plot plans within thirty (30) days after written request therefore then such approval shall not be required; PROVIDED, HOWEVER, that no building, structure or improvement shall be erected which violates any of these covenants, restrictions, or reservations, as hereinbefore or hereinafter set forth, or any properly published Construction Regulations or other Middlesex Beach Association Rules and Regulations. The Construction Regulations, including any revisions thereto, shall be enacted by the Board and published to the Members not later than May 1 each year. The Construction Regulations shall have an effective date no earlier than the following Labor Day of the same calendar year in which they were published. If no changes are published, the current Construction Regulations remain in effect. The Construction Regulations shall establish procedures for obtaining an MBA Building Permit; the permissible dates and times of construction activities; the specifics of allowable signs; the specifics of mechanical and other items that must be screened; the storage and removal requirements of construction materials and equipment; the security, maintenance and appearance of a lot during construction; minimum size of a project for which a deposit must be posted as specified in Section (4.3), and an amount of an MBA Building Permit fee that shall be charged on new construction or remodeling or both, including specific fines and penalties for violations or non-compliance of the Restrictive Covenants and/or Construction Regulations.

**(4.2) BUILDING PERMITS:** No building, structure or improvement shall be placed upon any lot unless and until the plans and specifications therefore, and the plot and grading plans for the lot, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such building, structure or improvement, shall have been submitted to and approved in writing by the issuance of an MBA Building Permit by the Board and, a copy thereof, has been approved and lodged permanently with the records of the Association. Each such building, structure, or other improvement shall be placed on the premises only in accordance with such plans, specifications, plot and grading

plans so approved. Rejection or approval of such plans, specifications, plot, landscaping, and grading plans by the Board may be based on any grounds related to the health, safety and/or general welfare of the Members of the community as a whole, including the contiguous Members, and the effect on the property values thereof. In so passing upon such plans, specifications, plot and grading plans, the Board shall further have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the appearance and harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property, and conformity with these Restrictive Covenants and the Rules and Regulations applicable to Middlesex Beach. MBA Building Permits shall only be issued to Members in Good Standing. In the event the Member seeking the issuance of an MBA Building Permit is not a Member in Good Standing, the Board, in its sole discretion and as it deems appropriate, may grant an exception and issue an MBA Building Permit should unique circumstances exist to justify the issuance of the MBA Building Permit.

**(4.3) COMPLETION AND DAMAGE DEPOSIT:**

- a. A completion and damage deposit in the form of cash or a certified check in an amount equal to five percent (5%) of the total cost of construction must be submitted to the Board at the time that plans as provided herein, and other documentation as may be required by the Construction Regulations, are submitted if the estimated cost of the proposed construction exceeds the minimum cost of construction as determined by the Board. This minimum amount shall be reviewed and published annually in the Construction Regulations.
- b. Regardless of the estimated cost, a separate completion and damage deposit may be required by the Board where the potential exists for disturbance to community property.
- c. The completion and damage deposit shall be held by the Association to ensure completion of the construction, removal of trash and debris relating to construction, repairing of roadways and any common property damaged by the contractor or subcontractor(s), and/or to cover any legal fees or expenses incurred by the Association for enforcement of any covenants or regulations violated by the

Member, contractor, or subcontractor(s) as stipulated in these covenants and/or the published Construction Regulations. A final inspection shall occur with the Member's cooperation within thirty (30) days after receipt by the Board of a written request from the Member that the project is complete and ready for inspection, and receipt by the Board of a copy of the Sussex County Certificate of Occupancy, if applicable. The deposit may be held until no later than thirty (30) days after a final inspection by the Board and its determination that the construction complies with the Restrictive Covenants, Construction Regulations and plans submitted by the Member and approved by the Board. The Board shall have the power to deduct any outstanding penalties or fees from any completion and damage deposit funds.

- d. If damage to roadways or any other common property is attributable to and/or caused by a Member's construction activities, but said damage is not discovered at the time of final inspection and the return of the completion and damage deposit as provided in subparagraph (c) above, the Member will continue to be liable for the damage and responsible for all expenses associated with the repair of the common property, including, but not limited to, contractor/subcontractor fees, administrative fees and legal fees, for a period of three (3) years from the date of final inspection.

**(4.4) ABANDONMENT:** Once the construction or demolition of any building has been started in MIDDLESEX BEACH, such construction or demolition 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 buildings once started and before completion thereof for a continuous period of sixty (60) days shall be prima facie evidence of an intent to abandon the same in its partially completed or demolished state, and shall be deemed to be a public nuisance, and the permit shall be deemed expired and the completion and damage deposit forfeited. In the event of abandonment, the Board may, but shall not be obligated to, take such action as it deems necessary and appropriate to secure the premises, either by removing the partially completed structure or by finishing the construction or demolition work underway.



The forfeited completion and damage deposit shall be applied to any such action taken by the Board. Any costs in excess of the amount of the forfeited completion and damage deposit shall be the responsibility of the owner and collected in the same manner as assessments hereunder.

**(4.5) CERTIFICATE OF FINAL INSPECTION:** Upon completion of construction for which a permit was required hereunder, a Certificate of Final Inspection and approval must be obtained from the Board. In the event a Certificate of Final Inspection and approval or disapproval is not issued by the Board within thirty (30) days of the Board's receipt of a copy, from the owner, of a Certificate of Occupancy issued by Sussex County, such approval may not be denied by the Board and shall be deemed to have been granted.

**(4.6) EMERGENCY WORK:** Members shall notify the Board within seven (7) days of an emergency repair.

**(4.7) TEMPORARY CONSTRUCTION STRUCTURES OR TRAILERS:** Temporary structures or trailers used in connection with, and while construction work is being carried out on any given lot, are permitted, but occupancy of any temporary structure or trailer on the lot for residential or any reason unrelated to construction activities is prohibited. An MBA Building Permit must have been issued and be active in order for a temporary structure or trailer to be located on the property in connection with and while construction work is being carried out as herein provided.

**(4.8) FENCES OR WALLS:** No fence or wall of any height shall be constructed upon any lot until after an MBA Building Permit has been obtained, describing the height, type, design, and approximate location thereof. The height or elevation of any point of any fence or wall shall be measured from the existing elevation of the property adjacent to such point. Any questions as to heights shall be solely determined by the Board. Trash enclosures or other screening required by these Restrictive Covenants are not deemed fences or walls for purposes of these Restrictive Covenants. The provisions of sections (6.6) and 7.7 relating to fencing in specific parts of the community also apply.

**(4.9) INSPECTIONS:** Whenever a construction inspection by the Board is required or authorized to be taken hereunder in connection with a properly permitted project and/or whenever the Board identifies construction activities for which an MBA Building Permit has not been issued, the Board and its representatives are hereby authorized to enter each lot for the purpose of performing such inspections, and no such entry on a lot shall be deemed a trespass.

## **(5) SIGNS**

**(5.1) STANDARDS & REGULATIONS:** Standards and regulations governing the size, number, location, uniformity, construction and types of signs permitted in either or both districts of Middlesex Beach shall be adopted by the Board and published as provided in Section (4.1). Members are only allowed to post up to two (2) freestanding signs on their lot either advertising that property as being For Sale or For Rent, or relating to a specific cause. Each such sign shall comply with any requirements of uniformity as may be required by the Construction Regulations adopted by the Board pursuant to Section (4.1) from time to time. Each such sign shall have at most two (2) sides, and each side shall be a maximum of five (5) square feet. The provisions of Sections (6.7) and (7.8) relating to signs in specific parts of the community also apply.

### **(5.2) SIGNS PROHIBITED IN ALL DISTRICTS OF MIDDLESEX BEACH:**

- a. Flashing signs, except time-and-temperature signs.
- b. Animated signs.
- c. Signs, which produce noise or sounds or emit visible smoke, vapor, particles or odor.
- d. Signs with intermittent lights resembling or seeming to resemble the flashing lights customarily associated with danger or such as are customarily used by police, fire or ambulance vehicles or for navigation purposes.
- e. Signs located and so illuminated as to provide a background of colored lights blending with traffic signals to the extent of confusing a motorist when viewed from normal approaching position of vehicle at a distance of twenty-five to three hundred feet.
- f. Signs in any location that obstruct a motorist's vision of traffic control signals or of other vehicular traffic.
- g. Signs attached to trees or utility poles.
- h. Signs attached to any vehicle parked primarily for display purposes.
- i. Signs located within twenty-five feet of any right of way line of an intersection with another street.
- j. Signs attached to or painted on a wall which rise above the lowermost portion of the roof of the building upon which it is situated.
- k. Signs directing attention to any business, commodity, service or entertainment conducted, sold or offered elsewhere than upon the premises where the sign is maintained.

### **(5.3) SIGNS PROHIBITED ON MIDDLESEX BEACH**

**ASSOCIATION COMMON PROPERTY:** No freestanding sign of any character shall be erected or posted on Middlesex Beach Association common property, including, but not limited to, Roads, streets and rights of way, the beach, unless erected or posted at the direction of the Board.

### **(6) RESIDENTIAL DISTRICT**

The following provisions specifically apply to properties in the Residential District of Middlesex Beach as said District is defined in Section (1.12):

**(6.1)** A land area of not less than one (1) full lot, as shown on the Plat for Middlesex Beach, shall be provided for each dwelling or residence erected, altered, or used in Middlesex Beach. No lot within the Residential District shall have built upon it a dwelling designed and intended for any use other than single family residential purposes and no dwelling shall be built or altered in a manner inconsistent with such purposes and, specifically, no dwelling shall be built or existing dwelling altered on any lot in Middlesex Beach with the intention or design of providing living facilities of a multi-family, multi-dwelling type. All dwellings in the Residential District shall be built and maintained with a single metering system for each utility and with only one (1) Kitchen. Not more than one (1) single, detached single-family dwelling house or residence may be built or maintained on any lot at any time. No residence or dwelling shall be erected on any lot or land area in Middlesex Beach the square footage of the first floor of which is less than one thousand (1,000) square feet, exclusive of all porches, breezeways, carports, garages, outbuildings, terraces, stoops, decks, and the like. The total footprint of all structures on any lot located in the Residential District of Middlesex Beach shall not exceed forty-five percent (45%) of the area of such lot.

#### **(6.2) SETBACK LINES:**

The following building setback lines are hereby established for the Residential District of Middlesex Beach, and Front Yards, Side Yards and Rear Yards of each lot shall be maintained free of any buildings or structures, or part thereof, in accordance herewith, except as hereinafter provided:

- a. In block A the building setback line shall be twenty-five (25) feet from the property line appurtenant to Dune Road and from the eastern property line appurtenant to the beach area of Middlesex Beach. The building setback line shall be ten (10) feet from the common side boundary line between said lot and either the adjoining lot or adjoining community walkway.

- b. In blocks B, C, D, E, F and G, the front building setback line of any lot bordering upon any Road shall be twenty-five (25) feet from the property line appurtenant to the Road in question and the building setback line of any lot the side of which borders upon a Road or upon Coastal Highway, shall be ten (10) feet from the property line appurtenant to Coastal Highway or such other Road in question. In case of each Rear Yard, the building setback line of each lot shall be twenty-five (25) feet from the common Rear Property Line of such lot and any property line of an adjoining lot. In case of each Side Yard, the building setback line of each lot shall be ten (10) feet from the common Side Property Line of said lot and any other property line of an adjoining lot.
- c. In blocks M, N, O, P, Q, and R, the building setback line shall be twenty-five (25) feet from the property line appurtenant to all Roads and Delaware State Route No. 361. In the case of each interior Side Yard, the building setback line of each lot shall be fifteen (15) feet from the common Side Property Line between said lot and the adjoining lot. In the case of each interior Rear Yard, the building setback line of each lot shall be twenty-five (25) feet from the common Rear Property Line between said lot and the adjoining lot, and for the purpose of this restriction, each lot abutting on any boundary line of Middlesex Beach, as shown upon the Plat for Middlesex Beach, such property line shall be deemed to be an interior common Rear Property Line of those lots which abut upon any of the same.
- d. No single structure shall be constructed across more than one (1) property line which appears on the Plat of the community.

**(6.3) BUILDING FRONT:** All main or principal buildings erected upon any lot located in the Residential District shall front as follows:

- a. Lots 1 to 31, inclusive, of block A, to the West;
- b. Lots 3 and 4 of block B, and lots 5 to 9, inclusive, of blocks C, D, E, F, and G, to the East;
- c. Lots 1 and 2 of block B, and Lots 2 and 4 of blocks C, D, E, F, and G, to the North;
- d. Lots 1 and 3 of blocks C, D, E, F, and G, to the South;
- e. Lot 29 of block M, lot 29 of block N, lot 23 of block O, lot 27 of block P, lot 25 of block Q, and lot 13 of block R, to the South or to the East;

- f. Lot 30 of block M, lot 30 of block N, lot 24 of block O, lot 26 of block P, and lot 26 of block Q, to the North or to the East
- g. Lots 1 of blocks M, N, P, Q, and R, to the South or West;
- h. Lots 2 of blocks M, N, P, and Q, to the North or to the West;
- i. All the remaining lots of block R to the South;
- j. All the remaining even numbered lots of blocks M, N, O, P, and Q, to the North; and
- k. All the remaining odd-numbered lots of blocks M, N, O, P, and Q to the South.

**(6.4) RE-SUBDIVISION:** No lot located within the Residential District of Middlesex Beach, as shown upon the official Plat thereof, as aforementioned, shall be re- subdivided, sold, or otherwise aliened in a lesser or smaller parcel, except in cases of acquisition of property by the Middlesex Beach Association.

**(6.5) TRASH SCREENING AND DISPOSAL:** Each Member shall be responsible for keeping his property free of trash, debris, and garbage. Trash receptacle enclosures must be installed at roadside property lines and must be of a size sufficient for all trash and recycling receptacles. The Board shall have the authority to publish specifications for trash receptacle enclosures from time to time. The Board shall also have the authority to separately regulate and publish regulations for the disposal of lawn debris and yard waste.

**(6.6) FENCES:**

- a. No fence or wall over six (6) feet in height shall be erected within or adjacent to any yard on the lot. The portion of any fence or wall which exceeds four (4) feet in height shall contain repeated patterns of openings therein equal to at least fifty percent (50%) of the area of said portion of such fence or wall. No portion of any fence in or adjacent to any front setback shall be more than four (4) feet in height.
- b. Solid fences, walls or other barriers up to a height of eight (8) feet may be constructed on property lines along Beach Plum Road abutting the boundaries of the lots in the Residential District and along Route 1 abutting the boundaries of the lots in the Residential District, and that portion of any fence or wall which exceeds six (6) feet in height shall contain repeated patterns of openings therein equal to at least fifty percent (50%) of the area of said portion of such fence or wall.

**(6.7) SIGNS:** No sign in the Residential District shall contain any reflective material or an internal or direct

exterior lighting source. All height limitations shall be measured from the level of the Road nearest the sign. All ground signs shall conform to standards published from time to time by the Board.

**(6.8) GARAGES OR ACCESSORY BUILDINGS:**

- a. Nothing herein contained shall be construed to prohibit the erection on any lot of either a detached private garage or other detached small outbuilding (either or both of which are hereinafter referred to as “accessory building”) simultaneous with or after there has been erected thereon a principal dwelling house in compliance with these Restrictive Covenants. There can only be one (1) such accessory building on each lot, and any such accessory building shall be solely used in connection with the principal dwelling erected upon such lot. Further, any such accessory building shall have as its primary purpose the parking of automobiles or shall principally serve as a storage facility, workshop, or similar ancillary purpose. No accessory buildings shall contain a Kitchen. An accessory building shall not be used or occupied as temporary living quarters during any construction activities affecting the principal dwelling on that lot.
- b. No point on any accessory building, including roof overhang, shall be less than ten (10) feet from the principal building, including roof overhang. The front of such accessory building shall be at least twenty (20) feet behind the front corner of the principal building. Roof overhangs of two (2) feet or less shall not count towards these limits. The height thereof shall be not more than fifteen (15) feet, said height to be measured in the same manner and pursuant to the same criteria as described in Section (2.1) hereof. Further, an accessory building may encroach either upon one (1) Side Setback Area or the Rear Setback Area, except where such Side or Rear Setback Area adjoins upon any Road, walkway or highway of each lot. Such encroaching accessory building shall be at least four (4) feet from any property line.
- c. Any accessory building which is attached to the principal building by a three (3) dimensional structure shall count as part of the principal building, and shall meet all setback requirements noted in Section (6.2), and shall comply with the height limit established in Section (2.1).

**(6.9) ENCLOSURES & SCREENINGS:** All dwellings, exclusive of porches and decks, built upon pilings must be enclosed by pickets or walls from the ground to the level of the first floor, provided that entrances for vehicles or walkways may remain unenclosed. HVAC units, propane tanks and other equipment identified by the Board to be potential nuisances or eyesores shall be screened with an enclosure as required by the Rules and Regulations passed by the Board and published to the Members from time to time.

**(6.10) INCIDENTAL BUSINESS USE:** A resident may conduct business activities within the residence so long as the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked at the residence which is noticeably greater than that which is typical of residences in which no business activity is being conducted; and the business activity is consistent with the residential character of the community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the community, as may be determined in the sole discretion of the Board.

**(6.11) RENTAL:** Nothing contained herein shall be interpreted as prohibiting either the short term or long term rental of any property as a whole. The owners of each lot in Middlesex Beach that is rented are responsible for advising the occupants of their property of any and all restrictions and/or published Middlesex Beach Association Rules and Regulations, and shall be responsible for any infractions, penalties and/or fines of these Restrictive Covenants, published Middlesex Beach Association Rules and Regulations and/or published Construction Regulations committed by their renters or guests.

## **(7) COMMERCIAL DISTRICT**

The following provisions specifically apply to properties in the Commercial District of Middlesex Beach as said District is defined in Section (1.3):

**(7.1)** Within the Commercial District any lot may be used and occupied for either commercial or residential uses and purposes, or both, or any combination thereof: PROVIDED, that a commercial lot may be converted to two (2) residential lots as provided in Section (7.4).

**(7.2) SETBACK LINES:** The following building setback lines are hereby established for the Commercial District of Middlesex Beach, and Front Yards, Side Yards and Rear Yards of each lot shall be maintained

free of any buildings, structures, or part thereof, in accordance herewith, except as hereinafter provided: The building setback line shall be fifty (50) feet from the property line appurtenant to Coastal Highway and from Beach Plum Road, and ten (10) feet from the property line appurtenant to all other Roads, and five (5) feet from any interior Side Property Line. A limited exception to the foregoing setback requirements was approved by the Members of the Association for the property identified as Sussex County Tax Map and Parcel No. 1-34 17.16 38.00, also known as Lots 2 and 3, Block H. For additional details see the Certificate of Waiver of Restrictive Covenant for Lots 2 and 3, Block H, in Middlesex Beach recorded in Deed Book 4137, Page 58, et seq., at the Office of the Recorder of Deeds, in and for Sussex County, Delaware.

**(7.3)** All main or principal buildings erected upon any lot located within the Commercial District shall front to the East, unless the lot is subdivided in accordance with Section (7.4).

### **(7.4) SUBDIVISION/CONVERSION TO RESIDENTIAL:**

- a. Except as specifically provided in (7.4 (c)), no lot located within the Commercial District of Middlesex Beach, as shown upon the official Plat thereof, as aforementioned, shall be re-subdivided, sold, or otherwise aliened in a lesser or smaller parcel, except in cases of acquisition of property by the Middlesex Beach Association or, in the case of a Member, except in accordance with a Supplemental Plot Plan thereof bearing the approval of the Board, and recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware; PROVIDED, HOWEVER, that the owner or owners of any lot in the Commercial District of Middlesex Beach may, after first obtaining permission from the Board of his, her, their, or its intention in writing by registered mail, subdivide one (1) time only such lot converting the lot into two (2) single family residential lots as nearly equal in size as is possible. Each of these lots shall thereafter be used for residential purposes only and shall be subject to all the restrictions in these Restrictive Covenants pertaining to the Residential District. After such conversion to residential lots has been made, the restrictions on the Commercial District contained in this Section (7) shall no longer be applicable to the newly created residential lots and the restrictions on the Residential Properties contained in Section (6) shall become applicable.



- b. Building setback lines for the converted, newly created residential lots are hereby established as twenty-five (25) feet from all Roads and from Coastal Highway as shown on the present existing Plat of Middlesex Beach, five (5) feet from the common Side Property Line between any two (2) adjoining lots, and twenty-five (25) feet from the common Rear Property Line between any two (2) adjoining lots. Residences placed on said converted lots shall have their front facing in a direction approved by the Board after the Member has submitted plans in accordance with Section (4) of these Restrictive Covenants.
- c. Block I, lot 2, being currently subdivided along a line running roughly East/West, with the Southern half owned by and titled to the owner of block I, lot 1, and the Northern half owned by and titled to the owner of block I, lot 3, shall be permitted to remain in its subdivided state. For purposes of the annual assessment Section (10) and the allocation of voting power for block I, lot 3, the owner of each half shall be entitled to one-half (1/2) of one (1) vote.

**(7.5) TRASH STORAGE, HANDLING AND DISPOSAL:**

Each Member shall be responsible for keeping his property free of trash, debris, and garbage. Receptacle enclosures of a size sufficient for all trash and recycling receptacles must be installed at roadside property lines or in the Rear Yard. Such enclosures shall not be deemed a “fence or retaining wall” as specified in Section (7.7), and may be as high as deemed necessary by the Board to visually screen the receptacles. The Board shall have the power to publish specifications for trash receptacle enclosures from time to time, and shall also have the power to require more frequent pickups if necessary in situations where excessive odor and/or loose trash are present.

**(7.6) ENCLOSURES & SCREENING:** HVAC units, propane tanks and other equipment identified by the Board to be potential nuisances or eyesores shall be screened with an enclosure as required by the Construction Regulations of the Association and published to the Members as provided in Section (4.1), provided that such screening shall not hinder the ingress or egress of emergency vehicles. Such enclosures or screening shall not be deemed a “fence or retaining wall” as specified in Section (7.7), and may be as high as deemed necessary by the Board to visually screen the potential nuisance or eyesore.

**(7.7) FENCES AND RETAINING WALLS:** Solid fences, walls or other barriers of not less than six (6) feet, nor more than eight (8) feet, shall be constructed on property lines along Beach Plum Road abutting the boundaries of the lots in the Commercial District and may be constructed within the Rear Yards or along the Side Property Lines abutting the Rear Yards in the Commercial District of Middlesex Beach. Solid fences, walls or other barriers up to a height of six (6) feet may be constructed in either Side Yard or along either or both Side Property Lines. The portion of any fence or wall which exceeds six (6) feet in height shall contain repeated patterns of openings therein equal to at least fifty percent (50%) of the area of said portion of such fence or wall.

**(7.8) SIGNS:**

- a. WRITTEN APPROVAL REQUIRED: No sign of any character shall be erected, placed, replaced, reconstructed or posted on any lot in the Commercial District of Middlesex Beach without the prior, written approval of the Board. The erection, placement, replacement, reconstruction or posting of any sign may be determined to be in violation of this provision based upon any criteria or requirement, including specifically, but not limited to, the requirement of Association approval of signs set forth herein or in Section (4) of these Restrictive Covenants pertaining to the approval of construction plans and either disapproved signs or, if found in violation, signs ordered to be removed, whether or not the erection, construction, placement, reconstruction or replacement of such sign is completed.
- b. SIGN MAINTENANCE: All signs shall be maintained in a good and safe condition, with a neat and trim appearance.
- c. NON-CONFORMING SIGNS: Any permanent sign in existence on the effective date of the first amendment to the Restrictive Covenants concerning signs (i.e. August 5, 2003) shall be allowed to remain despite any non-conformity. However, if an existing, non-conforming sign is destroyed by at least fifty percent (50%) or if at least fifty percent (50%) thereof falls into disrepair, then any reconstruction or repair thereof must be made in accordance with this Section (7). The condition of the sign in question shall be determined by the Board at the time the sign permit application is filed. The condition of such sign shall also be evaluated at the time

it is destroyed or falls into disrepair. Portable, temporary or moveable signs, including commercial banners, posters, pennants, or commercial flags, that are in violation of this Section (7) shall be removed not later than thirty (30) days after the effective date of this amendment. Applications for a permit to replace a non-conforming sign shall not be considered as a reconstruction of a non-conforming sign and, therefore, the replacement sign must be in accordance with this Section.

- d. Only the following exterior signs are permitted:
- i. One (1) permanent ground sign per lot, as such lots are described on the Sussex County Tax Parcel Map. Said ground sign includes all signs unattached to any building and erected on or supported by one (1) or more uprights, poles, posts or braces placed in or supported by the ground. All such signs shall have a minimum front setback of five (5) feet from the right of way of Route 1, shall have a minimum side setback of twenty (20) feet from each Side Property Line, shall have a minimum setback of twenty-five (25) feet from the right of way line of an intersection with another street and shall contain no more than two (2) sides or facings, back to back. No sign structure shall exceed eighteen (18) feet in height, such height to be measured from the level of the Road nearest the sign. The area of such ground sign shall not exceed one hundred (100) square feet on any side or facing.
  - ii. In addition to the permanent ground signs permitted in this provision, each store, shop, office or similar commercial unit shall be permitted one (1) permanent sign attached to or painted on each wall, other than a wall facing Beach Plum Road, provided that no such sign shall exceed thirty-six (36) square feet, and, provided further, that no such sign facing northward or southward shall be illuminated from within, nor from the rear, nor from lights affixed to the sign or the wall, nor contain reflective material. The sign facing Route 1 may be an illuminated awning, wall sign, or other attached exterior sign, not to exceed

thirty-six (36) square feet per sign. No sign shall be situated upon or attached to any roof, except a portion of a roof which is perpendicular to the ground or has a roof slope of greater than eighty-five (85) degrees and which is essentially an extension of the wall over which it is constructed.

- iii. In addition to the provisions of subsections (i) and (ii) above, each store, shop, office or similar commercial unit may display one (1) non-illuminated sign, not exceeding eight (8) square feet in area, with letters not exceeding one (1) foot in height, painted, stamped, or stitched on the surface of any awning or canopy, provided that only the copy, logo or display area of such sign shall be considered in any square foot limitations.
- iv. In addition to the provisions of subsection (i), (ii) and (iii) above, each store, shop, office or similar commercial unit may display temporary commercial signage in the form of posters, banners, pennants or commercial flags not to exceed a total combined area of thirty-six (36) square feet. Such an area calculation shall include the area of all posters, banners, pennants, or commercial flags so displayed.
- v. All signs in the Commercial District shall be compatible with the adjoining residential neighborhood, as well as other signs in the Commercial District approved in writing by the Board.

**(7.9)** The Maximum hours of operation for any businesses located in the Commercial District are from 6AM to 11PM, seven (7) days a week. No deliveries may be made, no material may be removed, including trash and garbage, no delivery trucks or other motor vehicles may park and idle, and no business may be transacted except between these hours.

**(7.10)** The following operations which have the potential for generating undue noise, odors, light or other offensive impacts are prohibited, including but not limited to:

- a. gas stations, or other automotive service/parts establishments (including tires, batteries, mufflers, etc);
- b. repair or parts facilities for mechanical/hvac/electrical/plumbing or similar;
- c. construction operations;
- d. manufacturing/fabricating/processing

- facilities;
- e. laundromats, including dry cleaners and commercial laundries;
- f. automobile sales or leasing, or other vehicles;
- g. entertainment facilities, including arcades;
- h. building materials, supplies, hardware stores;
- i. hotels/motels/bed & breakfast/multifamily dwellings;
- j. bars or taverns;
- k. any sexually related establishments and/or
- l. animal hospitals and/or animal boarding facilities.

**(7.11) SALE OF ALCOHOL:**

- a. Any restaurant that wishes to sell alcohol with meals may do so, but only after obtaining all necessary approvals from the State of Delaware and after obtaining a permit from the Board of Directors. A permit to sell alcohol with meals may only be issued by the Board in the event the applicant receives the approval of the owners of sixty percent (60%) of the then owners of the lots in Middlesex Beach. All costs associated with conducting a vote for the purpose of obtaining the approval of the Members as required hereunder shall be the responsibility of the applicant.
- b. In the event a permit to sell alcohol with meals is obtained in accordance with subparagraph (a) above, said permit shall be valid for an initial term of two (2) years. Upon expiration of the initial term, the permit may be renewed for additional two (2) year terms by and through the submission of a renewal application to the Board. Each renewal application must be submitted to the Board for consideration at least ninety (90) days prior to the expiration of the initial term or renewal term in effect. The Board may charge a permit renewal fee, in such amount as may be determined by the Board from time to time. The Board may, in its sole discretion and only upon a determination that cause exists, deny the renewal request and allow the permit to expire.
- c. Any approval to sell alcohol with meals that is obtained in accordance herewith shall only take effect when an appropriate document describing the initial permit approval, the manner of conducting the vote and the results of the vote, has been recorded at the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware. Any such approval document is subject to the approval

of and must be executed and acknowledged by the Board of Directors for the Association, in accord with the usual form of execution and acknowledgement of Deeds. Any approval to sell alcohol with meals obtained in accordance herewith shall be personal to the applicant who sought and obtained the approval and shall not run with the land or be transferable to any other person or entity. Any artificial entity that sought and obtained permit approval hereunder shall be required to obtain a new permit in accordance with subparagraph (a) above whenever the identity of the persons comprising 50% or more of the membership of said artificial entity changes.

**(8) UTILITY AND OTHER EASEMENTS**

**(8.1) MIDDLESEX BEACH**, including the individual lots therein, are subject to all those prior easements and rights- of-way heretofore granted, as such may be amended from time to time, including but not limited to those granted by Margaret Dunning unto Delaware Power & Light Company and The Diamond State Telephone Company, in and by her certain Deed of Easement dated December 14, 1959, and now of record in the Office of the Recorder of Deeds, aforesaid, in Deed Book 512, page 512 & c.; Deed of Easements granted by Middlesex Beach Association unto All present and future owners of any lot or lots situate in Middlesex Beach dated December 17, 1959, and filed for record in deed Book 512, page 579; Deed of Easement granted by Middlesex Beach Association unto Sussex County dated November 28, 1975, and filed for record in Deed Book 790, page 152; Deed of Easement granted by Middlesex Beach Association unto Sussex County dated September 4, 1976, and filed for record in deed Book 829, page 283; Deed of Easement granted by Middlesex Beach Association unto Sussex County dated June 10, 1978, and filed for record in deed Book 900, page 232; Easement Agreement granted by Middlesex Beach Association unto the Council of South Bethany dated March 19, 1984, and filed for record in Deed Book 1250, page 1; Easement granted by the Diamond State Telephone Company, unto Middlesex Beach Association dated February 8, 1985, and filed for record in Deed Book 1327, page 25; and Easement granted by Middlesex Beach Association, unto the Delaware Department of Natural Resources dated April 12, 2007, and filed for record in Deed Book 3435, page 344, and those that may be granted subsequent to the approval of these amended Restrictive Covenants.

**(8.2)** There is hereby reserved for the benefit of the

Association an easement, but not an obligation, to enter upon any unimproved portions of lots located within twenty five (25) feet from the beach for the purpose of maintaining the dunes by moving sand, planting dune grass, constructing fences or other barriers, or other similar purposes approved by the Board.

**(8.3)** There is hereby reserved for the benefit of the Association an easement, but not an obligation, to enter upon any unimproved portions of lots located within five (5) feet from any property lines in blocks M, N, O, P or Q for the purpose of maintaining the drainage ditches by replacing culverts, adjusting the grade of the ditches, removing trees, brush or other debris from in or overhanging the ditches, or other similar purposes approved by the Board.

## **(9) OTHER DUTIES, LIMITATIONS AND PROHIBITIONS**

**(9.1) NUISANCES:** No lot or land area located in any part of MIDDLESEX BEACH may be used for any manufacturing or processing plant, nor shall any livestock or poultry be grown, kept or maintained thereon, nor shall any noxious or offensive trade or activity or any activity that generates excessive noise, light or odors be carried out or conducted thereon, nor shall anything be done, kept, or maintained thereon which constitutes a public nuisance, or eyesore, or a menace to the public health, safety or welfare, or which threatens to adversely affect the safety or value of Middlesex Beach and the other properties therein.

**(9.2) PETS:** No livestock, no commercial kennels, and no commercial breeding operations shall be kept, maintained or permitted on any lot in Middlesex Beach. All pets must be kept under the Member's or custodian's control at all times. Pets must not become a nuisance to other residents by barking, running loose, or other acts. Pursuant to its authority set forth in Section (12.3) of these Restrictive Covenants, the Board shall be permitted to impose reasonable pet regulations as it deems necessary and appropriate; however, the Board shall not be permitted to disallow pets all together.

### **(9.3) TEMPORARY STRUCTURES AND VEHICLES.**

As may be more specifically addressed in the Construction Regulations, no structure of a temporary character shall be placed upon any lot at any time; provided, however, that this prohibition shall not apply to trailers or other structures approved by the Board and used during construction of a dwelling, it being clearly understood that the latter temporary shelters may not, at any time, be used for residence or remain on the lot after completion of construction. (See Section (4.7) above.) No mobile home, double-

wide mobile home, park model trailer, guest house, motor home, recreational vehicle, shack, tent, barn, camper, bus, or other similar vehicle, out-building or structure shall be placed, kept or parked on any lot or on any portion of the common property, except as may be stored within an approved enclosure. No vehicle, out- building, structure, boat or trailer shall be used or occupied as living quarters or as a residence at any time on either a temporary or permanent basis. Despite the foregoing restrictions, recreational vehicles, motor homes or campers no greater than twenty feet (20') in length may be placed on a lot without an approved enclosure for a period of two (2) weeks in any given calendar year to accommodate a Member's preparation for and/or return from a trip in said recreational vehicle, motor home or camper.

## **(10) ANNUAL ASSESSMENT AND LATE FEES**

**(10.1)** Each Member in Middlesex Beach agrees to pay to Middlesex Beach Association, or its successors, a sum of money annually to be used by the Association for any purpose that is consistent with the best interests of the Members including, but not limited to, professional and other fees and salaries, Road construction and maintenance, security, maintenance of the beach walkways, maintenance of the beach, dunes and drainage ditches, whether such beach, dune or drainage ditch is located on Association property or an individual Member's property, and for other purposes as budgeted by the Board from time to time. Such annual assessment may be levied no more than once each calendar year and the amount thereof shall be determined from time to time according to the vote of a majority of the Members attending, in person or by proxy, a regular meeting or a special meeting called for such purpose. The aforesaid assessment shall first be levied upon every lot upon which improvements are then located or upon which any stage of construction is underway as of the voting date. There shall thereupon be assessed upon all unimproved lots in Middlesex Beach on the same date an annual maintenance assessment which is fifty-five percent (55%) of the improved lot assessment. The commercial improved and unimproved lots shall be assessed at twice the rate of the assessments for the respective residential improved and unimproved lots.

**(10.2)** If any commercial lot is converted to residential lots as specified in Section (7.4), the total assessment of those double residential lots shall be the same as the commercial lot from which they were converted. In the case of subdivision, each subdivided and converted



residential lot shall be assessed as a residential lot. **(10.3)** Notice in accordance with Section (12.2) hereof of such annual assessment shall thereupon be sent by the Board to each Member within fifteen (15) days after the aforesaid meeting and vote of the Membership and every such annual assessment shall be paid to the Association within thirty (30) days next following the aforesaid meeting at which such assessment is determined.

## **(11) ENFORCEMENT AND REMEDIES**

**(11.1)** In the event any party hereto, or his, her or its, heirs, successors, or assigns, as the case may be, shall violate, or attempt to violate, any of these Restrictive Covenants, the published Middlesex Beach Association Rules and Regulations, and/or the published Construction Regulations, while the same remain in force and effect, then and in such an event, it shall be lawful for the Middlesex Beach Association or its successors, or for any Member, to bring any proceeding and to take any action, either in law or in equity, against such violator of any of these Restrictive Covenants, the published Middlesex Beach Association Rules and Regulations, and/or the published Construction Regulations, as may be applicable to prevent or abate the violation thereof or to recover damages resulting from any such violation or attempted violation thereof.

**(11.2)** It shall be no defense in any such action that the Member is absent or that the property is leased to a third party. Moreover, any party who violates any of the Restrictive Covenants of Middlesex Beach including, but not limited to, the sections contained herein about delinquent maintenance assessments, hereby agrees that such violation irreparably harms Middlesex Beach and hereby authorizes the Court of Chancery of the State of Delaware to enter a temporary, preliminary and/or permanent restraining and injunctive order preventing the offending party from building on any property in Middlesex Beach until such violation(s) is corrected and further agrees that the Court of Chancery of the State of Delaware, in and for Sussex County, would have subject matter and personal jurisdiction in any such case.

**(11.3)** In addition to the other remedies available to the Association hereunder, if any Member fails to fulfill any of the requirements of these Restrictive Covenants, Middlesex Beach Association may, after issuing a certified letter with a ninety (90) day right to cure, correct the condition at the sole expense of the Member in a manner as determined by Middlesex Beach Association, the cost of which shall be billed to the Member and collectible in the same manner as

the annual assessment hereunder.

**(11.4)** In addition to any and all other remedies and methods of enforcement available to the Association under these Restrictive Covenants or any other governing document of the Association, the Board shall have the power to tow vehicles that are parked or maintained in violation of these Restrictive Covenants, the Bylaws and any duly adopted Rules and Regulations. The costs associated with any towing implemented by the Board shall be assessed against the violating Member or occupant and may be collected in the same manner as assessments provided elsewhere in these Restrictive Covenants.

**(11.5)** Collection of Assessments and Assessment Lien.

- a. If any assessment, including any penalties or other amounts owed prior to the time of the meeting at which the amount of the annual assessment is determined, is not paid on the date when due, then such assessment and other amounts owed shall be deemed delinquent and, together with such interest, late fees, fines, penalties, administrative fees and costs of collection thereof, including reasonable attorneys' fees, shall constitute a lien on the lot and any structure built thereon which shall bind such lot in the hands of the then Member. Each Member, by acceptance of a Deed or other transfer document, covenants and agrees that the Board shall have the authority to prepare and record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, a list of Members delinquent in the payment of any assessments or other charges authorized by these Restrictive Covenants stating the Member's name, lot number, and amount owed, which list, when recorded, shall be a lien against the lot. Prior to filing any lien document, the affected Member shall be provided notice and an opportunity to cure the delinquency in accordance with the Rules and Regulations of the Association.
- b. In addition to such lien rights, the personal obligation of the then Member to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent per annum (18%) or the maximum legal rate, whichever

is greater, and be subject to late fees, and the Board may bring a legal action against the Member personally obligated to pay the same or may enforce or foreclose the lien against the lot. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. No owner of a lot may waive or otherwise escape liability for the assessments provided for herein by non-use of any common property in the community or abandonment of said lot.

- c. If any assessment or other charge due and owing the Association is not paid on the date when due, the Member is not considered to be a Member in Good Standing and the Board shall have the power to revoke the Member's rights and privileges to use the beach or other facilities of the Association until such time as the delinquency has been remedied.

**(11.6)** In the event any Member desires to make a complaint of an alleged violation of any of these Restrictive Covenants, the published Middlesex Beach Association Rules and Regulations, and/or the published Construction Regulations, unto the Board, such complaint or proposal, as the case may be, must first be reduced to writing and signed by the complaining party.

## **(12) MISC. ADMINISTRATIVE PROVISIONS**

**(12.1)** The Board shall comply with the following procedures prior to the imposition of a monetary fine, penalty or other remedial action authorized by these Restrictive Covenants. The following provisions shall not apply to the imposition of late fees, interest or other action taken by the Board in connection with a delinquent assessment.

- a. Notice of Intent. Notice of intent to make any such a determination must be included in any published agenda for the next Board Meeting, and such a determination must be approved by 2/3rds of those Board members present and voting. The Board or its agent shall serve the alleged violator with written notice describing: (i) the nature of the alleged violation; (ii) the action required to abate the violation; (iii) the proposed fine, penalty or other remedial action to be imposed if the violation is not abated; (iv) the date of the next Board meeting when the violating Member may appear should he or she desire a hearing to challenge the Board's determination; and (v) a statement that the

proposed fine, penalty or other remedial action shall be imposed as contained in the notice unless the violating Member appears at the next Board meeting for a hearing or, in the alternative, unless the violating Member responds to the Board in writing that the violation will be cured within the prescribed time period as set forth in the notice. If the violating Member fails to appear at the next Board meeting for a hearing and fails to timely respond that the violation will be cured, the proposed fine, penalty or other remedial action stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed fine, penalty or other remedial action if the violation is cured within the thirty (30) day period or such other time period as may be stated in the notice. Such suspension shall not constitute a waiver of the right to fine, penalize or impose other remedial action for future violations of the same or other provisions and rules by any person.

- b. Hearing. Hearings shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any fine, penalty or other remedial action hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, penalty or other remedial action, if any, imposed.

**(12.2) NOTICES:** All notices, demands, bills, statements or other communications under these Restrictive Covenants or under the corporate governing documents for the Association shall be in writing and shall be deemed to have been duly given if:

- a. delivered personally;
- b. if to a Member, if sent by email, facsimile or other method of electronic transmission to the Member at the e-mail/electronic address or facsimile number which the Member shall designate in writing and file with the Board;
- c. if to a Member, if sent by first-class mail,

postage prepaid, to a Member at the address which the Member shall designate in writing and file with the Board or, if no such address is designated, at the address of the Member as provided in the tax assessment records for Sussex County, Delaware;

- d. if to the Board, if sent by e-mail, facsimile or other method of electronic transmission to the Board at the e-mail/electronic address or facsimile number which the Board shall designate in writing to the Members as the principal e-mail/electronic address or facsimile number of the Board; or
- e. if to the Board, if sent by first-class mail, postage prepaid to the Board or the professional management agent, at the principal office of the Board or at such other address as shall be designated by notice in writing to the Members pursuant to this section. Each such Member is responsible for providing the Board or its agents with the owner's Emergency Contact Information should there be infractions which need to be brought to the Member's attention. Whenever any notice is required to be given under the provisions of these Restrictive Covenants, the Articles of Incorporation, the Bylaws, or any published Rules and Regulations, a written waiver thereof signed by the Member or Members entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

### **(12.3) RULES AND REGULATIONS.**

- a. Generally. The Board of Directors of the Association may from time to time adopt Rules and Regulations governing Roads, other common property in Middlesex Beach, and existing or potential nuisances in Middlesex Beach which are prohibited by Section (9.1) of these Restrictive Covenants. Similarly situated Members shall be treated similarly; however, the Rules and Regulations may vary between the Residential District and the Commercial District.
- b. Traffic Regulations. The Board may from time to time adopt Traffic Regulations, either as part of the general Rules and Regulations or as a separate document, pertaining to vehicular and pedestrian traffic in Middlesex Beach, including but not limited to speed, right of way, and parking, and all vehicular and pedestrian traffic within Middlesex Beach shall obey the laws of the State of Delaware. Employees and agents

of the Association shall have the power to issue notices of violation of such Traffic Regulations and to tow vehicles parked in violation of the Traffic Regulations (as authorized by Section (11.4) hereof), and the Board shall have the power to set the amounts and procedures for collecting fines for violations and costs of towing, and to adopt such other means of enforcement as it deems appropriate.

**(12.4)** None of these Restrictive Covenants shall be applicable to the activities of the Association in connection with its development, improvement or use of any lot or other parcel in Middlesex Beach, provided such development, improvement or use is for the benefit of the Middlesex Beach community as a whole.

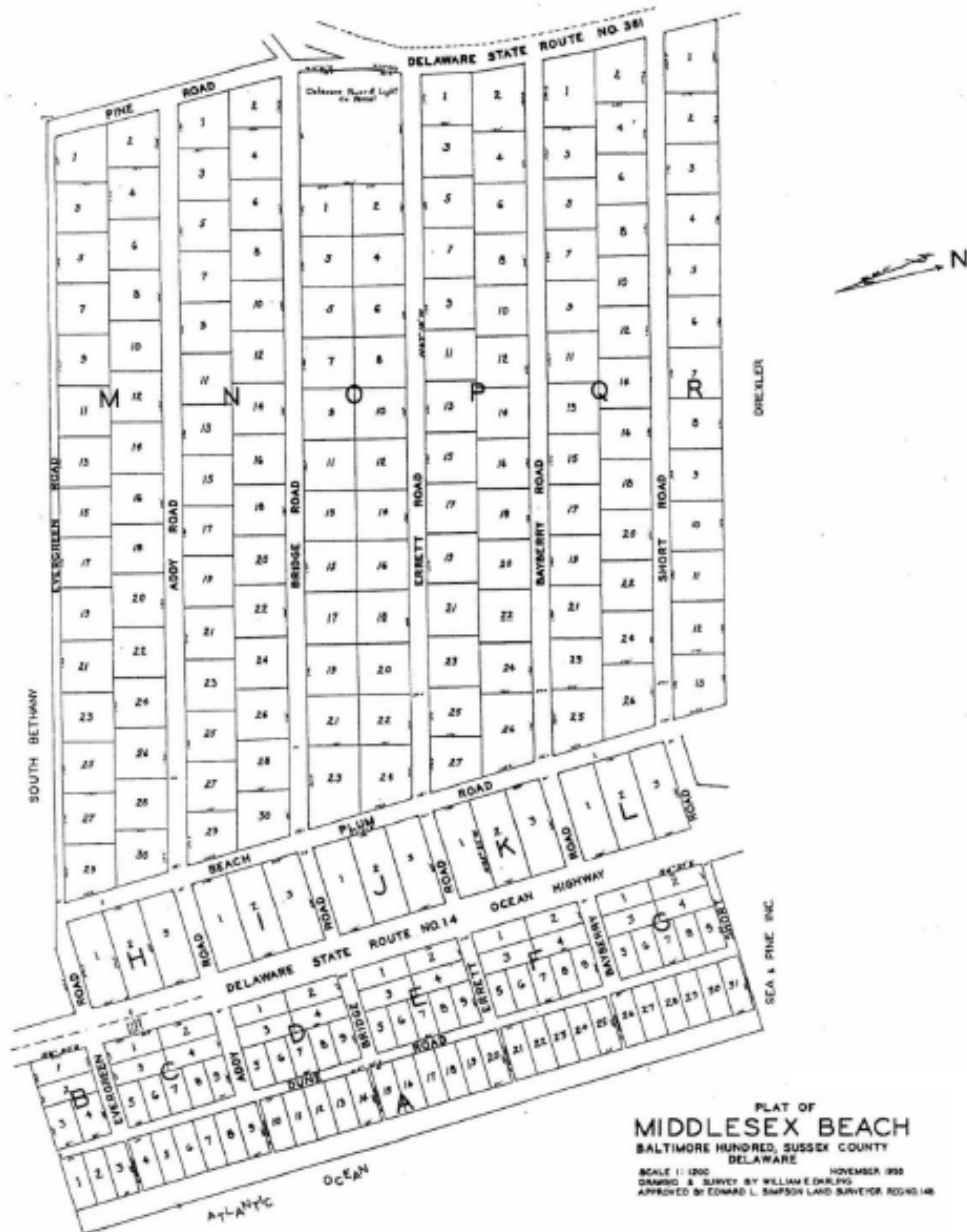
### **(13) DURATION, AMENDMENTS & INDEMNIFICATION**

**(13.1)** To the extent there is no available and applicable insurance coverage, the Association shall indemnify any and all of its directors, officers, committee members and employees for all liability threatened or arising from any pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by any person individually or in the right of the Association resulting from any authorized action taken on behalf of the Association where such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, and, with the respect to any criminal action or proceeding had no reasonable cause to believe the conduct was unlawful. When applicable, indemnity shall include payment for all expenses, including attorney's fees, judgment, fines and amounts paid in settlement actually and reasonably incurred by directors, officers, committee members and employees of the Association performed in carrying out their duties and other members and employees designated by officers to conduct any activity on behalf of the Association.

**(13.2)** These Restrictive Covenants shall run with the land, and the title thereto, as herein and hereby conveyed, and the same shall be binding upon all parties hereto, and upon all persons claiming hereunder, as well as their respective heirs, successors, and assigns, as the case may be, in perpetuity: SUBJECT HOWEVER, TO THE PROVISIO that Middlesex Beach Association, by and with the vote or written consent of no less than sixty percent (60%) of the then owners of all the lots in MIDDLESEX BEACH shall have the power to waive, abandon, terminate, modify, alter, change, amend, or add to these Restrictive Covenants, or any of them, at any time hereafter. Any such waiver, abandonment,

termination, modification, alteration, change, amendment, or addition shall take effect when a copy thereof, executed and acknowledged by the Board, in accord with the usual form of execution and acknowledgment of Deeds to land by a Delaware corporation, together with the written consents of the requisite number of Members, or a certificate by the Association verified under oath by the President thereof, or in the case of his absence or inability, by any Vice- President thereof, setting forth the time, manner and result of the taking of the vote of all the Members in MIDDLESEX BEACH, 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, or added to, as the case may be. In the taking of any such vote, or the obtaining of such

written consent, of the Members in MIDDLESEX BEACH, each owner shall have as many votes or consents as he, she, it, or they may own lots situate in MIDDLESEX BEACH. In the event any Member desires to propose unto the Board any waiver, abandonment, termination, modification, alteration, change, or addition of, in or to these Restrictive Covenants, such must first be reduced to writing and signed by the proposer before it may be considered by the Board. **(13.3)** The invalidating of any one (1) of these Restrictive Covenants, or any provisions thereof, by any court of competent jurisdiction and/or due to a conflict with any existing or future law shall in nowise affect or impair the full force and effect of all other restrictive covenants, reservations, and provisions contained herein, and in any such event all such other restrictive covenants, reservations, and provisions as are not expressly invalidated thereby shall remain in full force and effect.





# Bylaws of the Middlesex Beach Association

(as adopted April 12, 2008 and amended September 2009)

**WHEREAS**, owners of lots in Middlesex Beach, a subdivision located in Baltimore Hundred, Sussex County, Delaware, are members of the Middlesex Beach Association (“Association”), a Delaware non-stock corporation, and, as members of said corporation, governed by a set of corporate Bylaws; and

**WHEREAS**, the Bylaws for the Association have not been previously recorded at the Office of the Recorder of Deeds, in and for Sussex County, Delaware; and

**WHEREAS**, with this recording, the Association hereby places the Bylaws for the Association, as previously amended in years past, of record with the Office of the Recorder of Deeds, in and for Sussex County, Delaware; and

**WHEREAS**, any members of the Association who desire to review the amendment history of the Bylaws prior to this recording may do so by contacting a member of the Board of Directors for the Association or the Association’s property management company.

**NOW THEREFORE**, the Middlesex Beach Association hereby places of record the following Bylaws of Middlesex Beach Association:

## **ARTICLE I – THE ASSOCIATION**

### **1.1: DEFINITION OF ASSOCIATION, DEVELOPMENT AND LOT**

Middlesex Beach Association (the “Association”), a Delaware not for profit corporation is a real estate development in Baltimore Hundred, Sussex County, Delaware as shown upon the original Subdivision Plot thereof bearing the approval of the Association and recorded in the Office of the Recorder of Deeds for Sussex County at Georgetown, Delaware or as the same may be amended from time to time as herein provided (the “Development” and each lot therein, a “Lot”) as restricted by the Restrictive Covenants as the same are recorded in the Office of the Recorder of Deeds, aforesaid, from time to time (collectively, the “Restrictive Covenants”).

### **SECTION 1.2: THE SEAL**

The Association shall have a corporate seal which shall have thereon inscribed the name of the

Association, the year of incorporation and the words “Incorporated Delaware”.

## **ARTICLE II – THE MEMBERS SECTION**

### **2.1: DEFINITION OF MEMBERS**

The Members of the Association (the “Members”) shall be those persons as from time to time are the owners in freehold of lots in the Development as evidenced (absence competent evidence to the contrary) by deeds recorded in the Office of the Recorder of Deeds, aforesaid. A person who owns more than one lot is entitled to proportionate voting and proportionate levies per lot. Where more one Lot is owned by more than one person, then the each such owner shall be a Member, but there shall be only one (1) vote per Lot and fractional voting shall not be permitted.

### **SECTION 2.2: THE MEMBERSHIP REGISTER**

A Membership Register shall be maintained listing all the Members with the primary name and address to which Notices shall be given and the MBA Street Address to which their membership is appurtenant. It shall be the obligation of each new Member to notify the Secretary of the Association of their newly acquired status, but information may be accepted from other sources. The Membership Register shall be prima-facie evidence of the names and addresses of each Member in the absence of competent evidence to the contrary. The Membership Register may contain such other information as the Board may from time to time determine.

### **SECTION 2.3: CLOSING OF THE MEMBERSHIP REGISTER**

The Membership Register shall be closed for a period of twenty (20) days immediately preceding the date of any meeting of the Members or the date of obtaining the consent of Members for any purpose unless the Board of Directors shall fix a shorter period of time and such Membership Register as of the date of its close shall be the record date for the determination of who is entitled to Notice and to vote or give consent.

### **SECTION 2.4: REGULAR MEETINGS OF MEMBERS**

The Spring Meeting of the Members shall be held on the first Saturday in May (or if such day is a holiday, then next succeeding day not a holiday) at such time and place as is specified in the Notice of

the Meeting. The End of summer Meeting of the Members shall be held on the Saturday immediately preceding Labor Day (and if such day is a holiday, then the next succeeding day not a holiday) at such time and place as is specified in the Notice of the Meeting. Twenty percent in number of the Members, in person or by proxy, shall be necessary to establish a quorum, but less than a quorum may adjourn from time to time to days certain to obtain a quorum. At the Spring Meeting, the Members shall vote upon the assessment recommended by the Board of Directors as stated in the Notice of the Spring Meeting. At the End of Summer Meeting, the Members shall elect to the Board of Directors from the list of those natural persons nominated by the Nominating Committee appointed by the President of the Association, those natural persons who have been nominated by any Member in writing to the President of the Association prior to the twentieth day preceding the Fall Meeting and those natural persons who have been nominated from the floor at the End of Summer Meeting. Those nominees for the Board of Directors receiving the highest number of votes present at the End of Summer Meeting, in person or by proxy, equal to the number of vacancies to be filled shall be deemed elected to the Board of Directors. At the Spring Meeting and the End of Summer Meeting the Members shall vote upon such other matters as may be properly brought before such Meeting.

#### **SECTION 2.5: SPECIAL MEETINGS OF THE MEMBERS**

Special Meetings of the Members shall be called for any lawful purpose:

1. at any time by the President;
2. on the request in writing to the President or by vote of a majority of the Board of Directors; or
3. on the request in writing to the President of the Members owning a majority of the Lots in the Development.

#### **SECTION 2.6: NOTICE OF MEETINGS**

All meetings of the Members shall be held on not less than fourteen (14) days prior written Notice mailed, postage prepaid, to the addresses of the Members then appearing on the Membership Register which shall set forth the date, time and place of such meeting.

#### **SECTION 2.7: PROXIES**

Members may vote by proxy signed and dated by the Member but no proxy shall be voted more than

one (1) year after its date unless it provides for a longer period or is coupled with an interest.

### **ARTICLE III – BOARD OF DIRECTORS SECTION**

#### **3.1: NUMBER AND CLASSES**

The Board of Directors of the Association shall be composed of nine (9) members, eight (8) of whom are elected by the Members and the ninth shall be the immediately preceding past President of the Association who is not continuing to serve on the Board of Directors after their election as President shall have expired; provided, however, if such person who otherwise would serve as the Previous Officer of the Board of Directors otherwise is serving on the Board of Directors or is unavailable, then the Board of Directors shall choose any previous officer of the Association to serve as such ninth member of the Board of Directors to serve until such time as an immediate past President or preceding past President of the Association is available and is willing to serve. All members of the Board of Directors shall have equal voting rights. The eight elected members of the Board of Directors shall be divided into two (2) classes of four (4) members each to serve for two (2) year terms so that four (4) members of the Board of Directors shall be elected each year.

#### **SECTION 3.2: VACANCIES**

If a vacancy occurs on the Board of Directors for whatever reason, the remaining members of the Board of Directors, even though less than a quorum, shall have the right to fill the vacancy by a majority vote of the members of the Board of Directors then in office.

#### **SECTION 3.3: THE RESPONSIBILITY AND AUTHORITY OF THE BOARD OF DIRECTORS**

The Board of Directors shall have the full responsibility and authority to manage the property, business and affairs of the Association and shall have, in addition to such responsibility and authority as are hereinafter expressly conferred on it, all such powers as may be exercised by the Association, subject to the provisions of the Laws of the State of Delaware, the Association's Certificate of Incorporation, the Association's Restrictive Covenants and these Bylaws. Specifically, the Board of Directors, shall have the following powers which are by way of illustration and not of limitation:

##### **Section 3.3.1**

To purchase or otherwise acquire property,

rights or privileges for the Association upon such terms and conditions as they may deem proper;

**Section 3.3.2**

To pay for such property, rights or privileges in whole or in part with money, indebtedness or exchange of other property of the Association;

**Section 3.3.3**

To create, make and insure mortgages, bonds, deeds of trust, trust agreements and negotiable or transferable instruments and securities, secured by mortgages or otherwise, and to do every other act and thing necessary to effectuate the same;

**Section 3.3.4**

To appoint officers, agents, clerks, assistants, factors, employees and trustees and to dismiss them at its discretion, to fix their duties and emoluments and to change their duties and emoluments from time to time and to require such security for the faithful performance of their work as it may deem proper;

**Section 3.3.5**

To confer on any officer of the Association the power of selecting, discharging or suspending its employees;

**Section 3.3.6**

To determine by whom and in what manner the Association's bills, notes, receipts, acceptances, endorsements, releases, contracts or other documents to which the Association may become a party shall be signed;

**Section 3.3.7**

To approve or disapprove any supplemental plot plan of the Development on behalf of the Association and to cause approved supplemental plot plans to be recorded in the Office of the Recorder of Deeds, aforesaid; and Section (3.3.8)

**Section 3.3.8**

To enforce the Restrictive Covenants and to require Members to abide by the same.

**SECTION 3.4: MEETINGS OF THE BOARD OF DIRECTORS**

As soon thereafter following the Fall Meeting of the Members as is convenient, the newly constituted Board of Directors, including the

members of the Board of Directors just elected, shall have a reorganization meeting for the purpose of reorganization, the election of officers and the transaction of such other business as may come before the meeting of the Board. If this reorganization meeting is held immediately following the Fall Meeting of the Members of the Association, no Notice of such meeting shall be required. If the reorganization meeting cannot be held immediately following the Fall Meeting of the Members of the Association, then it shall be held at such time and place as may be specified in the call of the reorganization meeting by the President of the Association then in office. Regular, in-person meetings of the Board of Directors shall be held at least six (6) times per year at such times and places as the Board of Directors may from time to time fix. The reorganization meeting described above shall not be included in and shall be in addition to the six (6) regular meetings mandated by the preceding sentence. Additional regular meetings of the Board of Directors may be held during the year as the Board of Directors may deem necessary. Directors may attend such additional regular meetings by electronic means, as permitted by general corporate law and Section (3.6) of these Bylaws. Special meetings of the Board of Directors may also be called by the President on not less than ten (10) days prior written Notice to each Director and shall be called by the President in like manner upon the written request of three (3) members of the Board of Directors to the President. A majority of the Directors in office shall constitute a quorum at all meetings of the Board of Directors, but less than a majority may adjourn from time to time without further Notice until a quorum is obtained. The year for purposes of this Section (3.4) shall begin when a new Board of Directors is elected at the Fall Meeting.

**SECTION 3.5: EXECUTIVE AND OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board of Directors may elect by a majority of the whole Board of Directors an Executive Committee composed solely of members of the Board of Directors and other such committees composed of anyone as the Board of Directors may deem appropriate and the President shall appoint the following Standing Committees:

1. Audit, Budget and Finance
2. Beach
3. Buildings
4. Commercial

5. Community Facilities
6. Security

The Executive Committee shall have five (5) members and Standing Committees shall each have three (3) members and other committees shall have such number as the appointing authority deems appropriate. The Executive Committee and each Standing Committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors as requested by it. The Executive Committee shall exercise all powers of the Board of Directors between meetings of the Board of Directors, regular and special, where the President is of the opinion that immediate action is appropriate, other than the power to fill vacancies on the Executive Committee or the Board of Directors or to make, alter or amend the By Laws of the Association. The committees shall fix their own rules of procedure; provided, however, that with respect to the Executive Committee a majority of its members shall constitute a quorum and any action taken by the Executive Committee shall require the affirmative vote of an absolute majority of the all members of Executive Committee whom the President has been able to contact. Members of the Executive and Standing Committees shall receive no compensation or reimbursement for serving.

#### **SECTION 3.6**

Subject to the limitations provided elsewhere in these Bylaws, one (1) or more Directors may participate in and vote during any regular or special meeting of the Board by telephone conference call, video conference, fiber optics, or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those Directors so participating shall be deemed present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

### **ARTICLE IV – OFFICERS SECTION**

#### **4.1: THE OFFICERS OF THE ASSOCIATION**

The Board of Directors shall elect from among its member, by the vote of an absolute majority, from time to time, the Officers of the Association which shall be a President, one or more Vice- Presidents, a Secretary, a Treasurer and such other officers as it may deem appropriate. All Officers shall be natural persons and any one person may hold any number of offices other than the Secretary who may not also be a President or a Vice-President. The Officers shall hold their office until their successors are elected

and qualified in their stead. Any Officer elected by the Board of Directors may be removed from officer with or without cause by the vote of an absolute majority of the Board of Directors. If an office becomes vacant, the vacancy shall be filled by vote by an absolute majority of the Board of Directors.

#### **SECTION 4.2: THE PRESIDENT**

The President shall be the chief executive officer of the Association; shall preside at all meetings of the Members and the Board of Directors; and shall have the general and active management of the business and affairs of the Association. The President shall see that all orders and resolutions of the Board of Directors are carried into effect and execute all instruments, in the name of the Association, when authorized to do so by the Board of Directors or Executive Committee. The President shall have general supervision and direction of other officers of the Association and shall see that their duties are properly performed. The President shall submit a report of the operations of the Association for the year to the Directors at their meeting in May and to the Members at the Spring Meeting. The President shall be ex-officio a member of all Standing Committees and shall have the general duties and powers of supervision and management usually vested in the office of the president of a corporation. No person shall hold the office of President for more than two (2) consecutive terms.

#### **SECTION 4.3: THE VICE PRESIDENTS**

The Vice-President, or the Vice-Presidents in the order designated by the Board of Director, shall be vested with all the powers and required to perform all the duties of the President in his absence or disability and shall perform such other duties as may be prescribed by the Board of Directors.

#### **SECTION 4.4: THE PRESIDENT PRO TEM**

In the absence or disability of the President and the Vice-Presidents, the Board of Directors may appoint, even though less than an absolute majority, from their own number a President Pro Tem.

#### **SECTION 4.5: THE SECRETARY**

The Secretary shall attend all meetings of the Association and the Board of Directors. The Secretary shall act as clerk thereof and shall record all the proceedings of such meeting and shall, when approved by the next following meeting of the Association or Board of Directors, as the case may be, lodge the same with the other minutes



of the Association. The Secretary shall give Notice of all meetings of the Members and the Board of Directors and shall perform such other duties as shall be assigned by the President, the Board of Directors or the Executive Committee.

#### **SECTION 4.6: THE TREASURER**

The Treasurer shall have the custody of the funds and securities of the Association, shall keep full and accurate accounts of receipts and disbursements in books (or other media) belonging to the Association and shall deposit all monies and other valuable effects of the Association in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, the Executive Committee or the President. taking proper receipts for such disbursements and shall render to the President and the Board of Directors and account of all transaction and the financial condition of the Association as the Board of Directors may require and at the regular meeting of the Board of Directors next preceding the Spring Meeting for the year then ended. The Treasurer shall give such fidelity bond in such amount and with such security as may be requested by the Board of Directors for the faithful performance of the duties of the office of the Treasurer and for the return to the Association of all books, papers, vouchers, money and other property of whatever kind belonging to the Association which came into his possession. The Treasurer shall perform such other duties as the Board of Directors, the Executive Committee or the President may from time to time prescribe or require.

#### **SECTION 4.7: DELEGATION OF DUTIES OF AN OFFICER**

In the case of the absence or disability of any officer of the Association or for any other reason deemed sufficient by an absolute majority of the Board of Directors, the Board of Directors may delegate the powers and duties to any other officer or any member of the Board of Directors for the time being.

#### **ARTICLE V – FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of April each year.

#### **ARTICLE VI – NOTICES**

Notices required to be given under these By-Laws

to any Member of the Association, member of the Board of Directors or Officer, may be given in writing by depositing the same in the United States Postage Service in a prepaid envelope addressed to such Member, Director or Officer at the address set forth in the Membership Registry (or such address as may have been otherwise given by one who is not a Member) and shall be deemed to have been given at the time the Notice is deposited. Any Notice otherwise required may be waived in writing or by attendance at the meeting for which the Notice was sent (unless such attendance is solely for the purpose of objecting to the Notice) whether before or after the time stated.

#### **ARTICLE VII – AMENDMENTS OF BY-LAWS**

These By-Laws may be amended, altered, repealed or restated by the vote of an absolute majority of the members of the Board of Directors at any regular meeting of the Board of Directors or at any special meeting called for that purpose provided that a copy of such proposed amendment, alteration, repeal or restatement has been provided to the members of the Board of Directors with a Notice of the meeting which is to consider the same, the Board of Directors reserving the right to change such proposal at it deems appropriate.

**Adopted:** April 12, 2008.

**Amended:** September 2009

# MBA 2024 – 2025 Directory of Property Owners

Information contained in this MBA Directory may only be used for  
MBA purposes and may not be sold or used for any other purposes.

Updated 03/21/24 – visit [middlesexbeach.org/directory](http://middlesexbeach.org/directory) for the most up-to-date information

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daviduhas15@gmail.com

**Van Ness, Elliott Scott**  
7 Bayberry  
580 Evans Ave.  
Warrenton, VA 20186  
(703) 609-5099  
vss1@verizon.net

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24 Short  
662 East Rocks Drive  
Sanibel, FL 33957  
(239) 896-4071  
vollmer.mary@gmail.com

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39 Dune  
9320 Georgetown Pike  
Great Falls, VA 22066  
(703) 929-0089  
(703) 909-4600  
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22 Bridge  
4793 Ewing Road  
Castro Valley, CA 94546  
(510) 220-1444  
cindy.wikler@comcast.net

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17 Bayberry  
8510 Woodhaven Boulevard  
Bethesda, MD 20817  
(301) 732-9172  
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1755 Meadow Hill Drive  
Annapolis, MD 21409  
(302) 539-6798  
(410) 757-9472

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Bethany Beach, DE 19930  
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(413) 221-6490 (Jessi)  
jeffwaxman1@gmail.com  
dogslie@icloud.com

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(215) 806-2612  
(202) 510-4378  
harteacher@gmail.com  
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Potomac, MD 20854  
(240) 372-3532  
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jorsam23@yahoo.com

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McDonalds**

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3477 Corporate Parkway #150  
Center Valley, PA 18034  
(484) 442-1342  
(703) 580-9410  
dpliszka@tmmcpa.com

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Vestal, NY 13850  
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21 Addy  
12261 Roundwood Road, #1203  
Timonium, MD 21093  
(410) 821-6816  
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15 Dune  
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(302) 537-1985  
(301) 520-4868  
dave@dawbeach.com

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12100 St. Paul Rd.  
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26 Dune  
970 Melvin Road  
Annapolis, MD 21403  
(301) 651-4420  
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14 Bridge  
2312 Tracy Place, NW  
Washington, DC 20008  
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(202) 352-8506  
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7220 Stover Drive  
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(703) 660-6181  
(703) 819-0794 (Steve)  
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bullsy56@gmail.com

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Witcover-Sandford, Amy**

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3042 Q Street, NW  
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amsandy.aws@gmail.com  
jwitcover@gmail.com

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dayouniss@verizon.net

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(301) 651-5534  
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zen\_3@verizon.net



# Middlesex Beach

Pine Side Area

- unimproved lot

Map not to scale | Updated 04/01/2024

KENT AVENUE (DE ROUTE 361)

Block R

## Block M

139 McGill	2 Hillebrecht
137 Byrne	4 Trzaska/ Wellman
135 Rooney	6 Oxman
133 Zengerle	8 Peizer
131 Hodgson	10 Parlett
129 Santmyer	12 Gordon/ Livingston/ Malmo
127 Meere	14 Barry, Jr.
125 Bull/ Winschel	16 Sparrow
123 LaFleur	18 Alter
121 Gilliss	20 Mott
119 Myers	22 Miehle
117 Moneymaker	24 Rayburn
115 Capon	26 Schell
113 Gay	28 O'Gorman
111 Fernades/ Bufka	30 Kuhn

## Block N

1 Irrner	2 Billings
3 Clarke	4 Cohen
5 Liddle	6 Larsen
7 Nemeroff	8 Elias/ Curtis
9 Kahn/ Berk	10 Radeline
11 Rossiter	12 Jackson/ Demmler
13 Mergler	14 Wilkenfeld
15 Gardner/ Moul	16 Griffin
17 Lightsey	18 Cohee
19 Barrett	20 Levri
21 Wheeler	22 von Halberg
23 Raphael	24 Kuczynski
25 Cyr	26 Thelen
27 Finder	28 Craver
29 Stokes	30 Flaherty

## Block O

DELMARVA POWER	
1 Taylor	2 Lyons
3 Ross/ Powers	4 Burgess/ Munteer
5 Wood	6 Lewis
7 Gale/ Munion	8 Paul/ Wootten
9 Roman/ Wilson	10 Chappell
11 Dempsey	12 Mintz
13 Adams	14 Throop/ Parrish
15 Kurtzman	16 Kaufman/ Friedman
17 Meltzer	18 LePage
19 Mayhugh	20 Matthews
21 LeConte	22 Neaton Renwick
23 Branstad	24 Murphy

## Block P

1 Tyson	2 Hendrick
3 Laigle	4 Selig
5 Robinson	6 Robinson
7 Brack	8 Quinlan
9 Glasgow	10 O'Mara
11 Waxman	12 Szkudlapski
13 Bolasky	14 Schoonover
15 Wenzinger	16 Haller
17 Chodnicki	18 DeWitt
19 Paul	20 Swanson
21 Wiesch	22 Richards
23 Ighemat	24 Spataro
25 Sokolowski	26

## Block Q

1 Uhas	2 Certo
3 D'Aiuto	4 Fisher
5 Sayles	6 Rhue
7 Van Ness	8 Katowitz
9 DeBold	10 Moore
11 Maslen	12 Finley
13 Bartman	14 Thomas
15 Pruckmayr	16 Silbermann
17 Wack	18 Moneymaker
19 Crawford/ Shecter	20 Schwartz
21 Binkley	22 Wood
23 Holle	24 Vollmer
25 Youniss	26 Thiede

1 Nicholson
3 Lynch
5 Hall
7 Reilly
9 Ahamad/ Rouiller
11 Ahamad/ Rouiller
13 Bradley
15 Ducey
17 Yates
19 Smith
21 Taylor
23 Stoiber
25 Sella

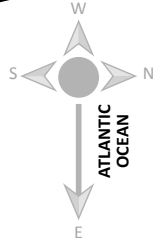
Cross to Ocean Side

Cross to Ocean Side

RRFB PEDESTRIAN CROSSING AT DELAWARE ROUTE 1

RRFB PEDESTRIAN CROSSING AT DELAWARE ROUTE 1

B E A C H P L U M R O A D



**Summer time traffic:** Delaware Route 1 can be difficult to cross during the summer. For safety reasons, motorists should cross at the traffic light on Evergreen Road when crossing from the Pine Side to the Ocean Side to access the beach. Pedestrians should cross on Bridge and Bayberry Roads at the newly installed RRFB (Rectangular Flashing Beacon) Pedestrian Crossings as indicated on Ocean Side map.

B  
E  
A  
C  
H  
P  
L  
U  
M  
R  
O  
A  
D

**SHORT ROAD**

30	Raskauskas	L
		03
28	Hickman	
		02
26	Hickman	
		01

**BAYBERRY ROAD**

24	The Roost, LLC	K
		03
22	Dryden	
		02
20	Dryden	
		01

**ERRETT ROAD**

18	Burbage	J
		03
16	Burbage	
		02
14	Burbage	
		01

**BRIDGE ROAD**

12	Lewes Farmers Market	I
		04
10-B	Lewes Farmers Market	
		03
10-A	Bethany Coastal, LLC	
		02
8	Bethany Coastal, LLC	
		01

**ADDY ROAD**

6	Welburn Property Management McDonalds	H
		03
4	Welburn Property Management McDonalds	
		02
2	Bennett Realty	
		01

**EVERGREEN ROAD**



D  
E  
L  
A  
W  
A  
R  
E  
  
R  
O  
U  
T  
E  
  
1



**E. SHORT ROAD**

G	32	34	Lazorchak	53
				09
A	02	04	Lescht	51
				08
W	01	03	Bohrer	49
				07
31	Barkdoll	33	Seeto	47
				06
			Weissberg	45
				05

**E. BAYBERRY ROAD**

F	32	34	Aberbach	43
				09
B	02	04	Kruger	41
				08
01	Witcover	03	von Fricken	39
				07
31	G	33	Placide/ Cullen	37
				06
			Condon	35
				05

**E. ERRETT ROAD**

F	32	34	Smith, Jr.	33
				09
S	02	04	Shields	31
				08
01	Noble	03	Rivest	29
				07
31	F	33	Forma	27
				06
			Hathway	25
				05

**BRIDGE ROAD**

D	32	34	Gesell	23
				09
B	02	04	Narmi/ Boland	21
				08
01	K	03	Chason	19
				07
31	M	33	Tarulli	17
				06
			Wiecking	15
				05

**E. ADDY ROAD**

C	32	34	King	13
				09
C	02	04	Foreman LaManna Tucker-Foreman	11
				08
01	E	03	Gruzin	9
				07
31	T	33	Hamilton	7
				06
			Creswell	5
				05

**E. EVERGREEN ROAD**

B	32	32	Deraska	3
				04
D	01	02	O'Brien	1
				03

Lazorchak	62
	31
Johnson/Brocies	60
	30
Coffay	58
	29
Johnson	56
	28
Fegley	54
	27
Andreas	52
	26

WALKWAY

Hickman	50
	25
Gross	48
	24
Stone	46
	23
Weiner	44
	22
Schreiber	42
	21

WALKWAY

DeBois	40
	20
Dawson	38
	19
Ward	36
	18
Imus	34
	17
Raskauskas	32
	16
Errett/Bowers	30
	15

GUARD SHACK

Aiyer	28
	14
Wilby	26
	13
Lubben	24
	12
Bloch	22
	11
Pichler	20
	10

WALKWAY

Robinson	18
	09
Ambrose	16
	08
Ambrose	14
	07
King	12
	06
Driesell	10
	05
Quinlan	8
	04

WALKWAY

Kazemzadeh	6
	03
Al-Sowayel	4
	02
Cavanagh/Kafka	2
	01

← Cross to Pine Side

→ Cross to Ocean Side

## Middlesex Beach

Ocean Side and Commercial Area

• unimproved lot

Map not to scale | Updated 04/01/2024



## Other Rules and Regulations

Owners are responsible for the actions of their family members, guests and tenants on Middlesex Beach Association (“MBA”) property at all times. It is the responsibility of owners to notify family members, guests, and tenants of these rules.

### Beach and Parking Passes

Valid MBA Beach and Parking Passes are required and must be easily visible beginning on the Saturday of Memorial Day weekend through the Tuesday two (2) weeks after Labor Day. In the event a pass is revoked, the affected property owner may submit an appeal to the President of the MBA to have it reinstated.

### Use of Beach

All individuals and groups must have a valid MBA Beach Pass for the current year to utilize the MBA beach. Each pass is revocable and non-transferable, restricted to owners, family members, their guests, and tenants. All individuals and groups must comply promptly with all Beach and Community Patrol instructions. Check lifeguard stands daily for important information. Umbrellas/sun screens/canopies must be placed westward of the back end of the lifeguard stands. These items must be taken down and removed from the beach each day by 9:00 PM. All individuals using the beach are responsible for removing all of their trash when leaving the beach.

### Sports Equipment

Sports equipment such as, but not limited to volleyball nets, bocci ball, and corn hole are permitted on the back half of the beach. These activities must not interfere with the peace and enjoyment of others using the beach.

### Surf Boarding, Skimboarding, Surf Fishing

Surf boarding, skimboarding, use of personal watercraft and surf fishing are prohibited during normal Beach Patrol days and hours of operation as determined by the MBA. Surf fishing may only be conducted in a traditional manner. Any bait utilized by the angler may only be placed on hooks on fishing rigs. These rigs must be tied to fishing line which extends from a fishing reel affixed to a fishing pole. All fishing poles must be held by the angler or placed in a 'sand spike' holder. Sand spikes may only be utilized near the water line. Any other use of fish bait in any form is strictly prohibited.

### Beach Closing

In accordance with MBA policy, the beach will be closed at the first sign of lightning or thunder. It will not reopen until thirty (30) minutes after the danger has passed. The Middlesex Beach Patrol Captain has the authority to enforce this safety policy and may temporarily suspend the Beach Passes held by anyone who does not obey an order to vacate the beach. Such a temporary suspension shall be effective for 48 hours and shall be followed by a referral to the Board of Directors for review as to whether additional action is warranted, such as imposition of a monetary fine or a more permanent suspension of beach access privileges.

### Trash and Trash Receptacles Rules

The intention of these rules is to provide a visual barrier from trash and recycling; and to stop trash from blowing onto adjacent properties or public spaces.

- Each developed residential property shall have a trash and recycling enclosure(s) if it uses MBA trash/recycling

services. Each property may have up to two (2) enclosures.

- MBA community trash receptacles may never be used for household trash and/or recycling. Each enclosure shall be placed at the roadside property line. A replaced or modified enclosure may be placed on its previous footprint but no closer to the road.
- All such enclosures shall be of sufficient size and number to fully contain and cover the highest volume of trash and recycling at any time.
- All trash and recycling enclosures shall be maintained in good order, condition, and repair.
- Each enclosure shall be of a singular design. The sides of the enclosure shall be solid, or have vertical, lattice, or horizontal boards separated by not more than two (2) inches.
- Trash and recycling enclosures shall be at least as high as the tallest receptacle. In no event shall trash and recycling enclosures be taller than 75 inches.
- Each enclosure shall either have a gate or a side that is open so the enclosed bins are easily accessible by the trash contractors. The side of the trash and recycling enclosure which faces the road shall not be open. Gates are permitted on the side facing the road and shall be kept closed by the property owner.

### Yard Waste

Yard waste (loose, stacked, bagged or bundled, etc.) may not be placed on community property more than two (2) weeks prior to any next scheduled community pick up.

### Fines to Be Imposed for Violation(s) of the Trash Rules:

\$50 the first month; \$100 thereafter per month.

### Golf Cart and Low Speed Vehicles

The Middlesex Beach Association allows safe and courteous operation of golf carts and other low-speed vehicles within the community. Owners of such vehicles must comply with the rules governing their use on Middlesex Beach Association private roads.

No such vehicles may be driven on the beach without the express consent of the Middlesex Beach Association.

Each individual vehicle must display a valid, MBA-issued parking pass for the current year. Only validly licensed drivers are permitted to operate such vehicles within Middlesex Beach Association. Such vehicles shall be driven in a safe and prudent manner, yield to pedestrian traffic, and obey all applicable Delaware Motor Vehicle Laws and Regulations.

Such vehicles may only be operated between sunrise and sunset, unless equipped with front and rear lights. All such vehicles must be equipped with a rear-view mirror and side mirrors.

### Reporting of Violations

Violations of any of the MBA Rules may result in fines or other remedies permitted by the MBA Restrictive Covenants and Rules. Alleged violations of these Rules are to be reported in writing (written note, email, or text, etc.) to the MBA President (president@middlesexbeach.org). Documentation by photos of such violations is recommended. Anonymous reports will not be accepted.



## Important Telephone Numbers:

(additional information at [local.middlesexbeach.org](http://local.middlesexbeach.org))

### 911 Emergency

302-339-2319	Middlesex Beach Community Patrol
302-581-9060	Solutions Property Management
302-541-4175	Beebe Walk-in Health Clinic
302-291-6900	Beebe South Coastal Emergency Department, Rt 17, Frankford
302-539-2273	Precious Paws Animal Hospital Ocean View

Beach Patrol is on duty **10:00 AM - 5:00 PM** daily, **May 25 - September 2** and **September 7, 8, 14** and **15**.

### Community Access and Egress:

Route 1 and Bridge Road (at Kent Avenue):  
Press **IV (four)** and **I (one)** together, then **II (two)**  
and turn the latch clockwise. To reset and try again,  
turn the latch opposite the arrow.

Short and Errett Roads (at Kent Avenue) gates:  
Enter **0412** and press the clasp.

### PLEASE CLOSE AND LOCK ALL GATES AFTER PASSING THROUGH

#### Beach Access:

Handicapped accessible walkways are located  
at Addy and Errett Roads.

**MBA Beach Wheel chair:** please request at Guard  
Shack. Beach accessible wheelchairs may be rented  
at Coastal Rentals\* (Millville) 302-539-5211.

All groups must have a valid 2024 MBA Beach Pass  
to utilize our beach. Each pass is revocable and  
**non-transferable**, restricted to owners, guests,  
tenants and family members. Owners are responsible  
for the actions of all residents, tenants, guests  
and family members on MBA property.

Groups of 25 or more must obtain an approved  
**MBA Special Event Permit**.

For more information visit [www.middlesexbeach.org/  
community/special-event-request](http://www.middlesexbeach.org/community/special-event-request)

## Rules and Regulations:

Please also see reverse side. Additional information  
may be found at [www.middlesexbeach.org/community](http://www.middlesexbeach.org/community).

### MAY 15 - OCTOBER 1, 2024:

- **No** pets are allowed on the beach

### MAY 25 - SEPTEMBER 10, 2024:

- Valid 2024 MBA Beach and Parking Passes must be properly displayed, at all times
- **No** surf boarding, skim boarding or surf fishing, **10:00 AM - 5:00 PM**

### Other Rules:

- Pets must be leashed and picked up after
- No excessive noise in the community **(11:00 PM- 8:00 AM)**
- Holes dug on beach must be filled in on the same day prior to leaving
- Comply promptly with all Patrol instructions; check lifeguard stands daily for important information
- Unattended items left on the beach after sundown may be removed and disposed of.

### PROHIBITED AT ALL TIMES:

- Parking in fire lanes or on the sides of the Pine Side residential roads and elsewhere as posted
- Walking, sitting, or playing on the dunes
- Beach fires/grills (except MBA sponsored events)
- Launching, landing or flying of drones on the beach or walkways
- Smoking, vaping, or smoking devices on the beach or walkways
- Glass containers on the beach
- Loud music/radio on the beach
- Camping or sleeping in tents anywhere in the community
- Umbrellas/sun screens/canopies placed forward of lifeguard stands
- Umbrellas/sun screens/canopies must be removed by 9:00 PM
- Fire works (DE code Title 16, Chapter 69)

**Website:** [www.middlesexbeach.org](http://www.middlesexbeach.org)

**Community Patrol:** 302-339-2319

**Questions:** [support@middlesexbeach.org](mailto:support@middlesexbeach.org)