

Wolfe Pointe Architectural Guidelines
Working Document for all New Construction and Improvements

Compilation of WP Declaration of Covenants, Conditions and Restrictions
and WP Architectural Review Committee Guidelines Exhibit “B”

Introduction
Wolfe Point Architectural Guidelines

ARTICLE I

The guidelines and project-philosophy as set forth in this booklet are meant to establish a level of aesthetics which will benefit the value of the individual homes and properties, and therefore the entire community. These standards will be the basis of the architectural review process.

Philosophy of Development

ARTICLE II

Wolfe Pointe is a community surrounded by natural marsh owned by the State of Delaware on the East and South sides, Wolfe Runne on the West, and County Road 267 (Gills Neck Road) on the North.

It is the stated goal of this community to maintain this natural condition and to build on the remaining site in a way that results in a cohesive character with a strong sense of community identity.

Each new house design, while maintaining its individuality, should recognize its important role of reinforcing the established character of the community.

The intent of these guidelines is to establish architectural guidelines that enhance and complement the natural setting, create a community that will increase in value over time and that promotes an unmatched style of living.

It is recommended that persons interested in building should obtain the services of an architect, landscape architect or other recognized professional design consultant.

Legal Restrictions

ARTICLE III

All construction shall conform to the codes and ordinances of Sussex County and the State of Delaware.

This document is a legal agreement among all property owners in Wolfe Pointe. It provides for a community association and gives that Association certain powers.

The Architectural Guidelines, by agreement, establish directives on the use and development of all property in Wolfe Pointe to protect the character and environmental quality of the community for the benefit of the members.

One essential component of this agreement is the establishment of the Architectural Review Committee. This provision is made and described in the General Covenants.

The Wolfe Pointe Architectural Review Committee is charged with the responsibility of interpreting the intent of the Architectural Guidelines to promote, preserve, and protect the design and environmental qualities of Wolfe Pointe. For this purpose, these guidelines have been established.

Declarations of Covenants, Conditions and Restrictions of Wolfe Pointe

ARTICLE VI

RESTRICTIVE AND PROTECTIVE COVENANTS

Section 1.

- A) **Utility Easements**. The Developer, its successors and assigns, and the Association hereby reserve the right to grant easements over, under, on the through the Common Areas, all roads, and the designated areas of the Lots as shown on the Record Plot for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, inspection of sewer, water drainage, electric, gas, television, telephone, and cable telephone and television facilities and wires, lines, conduits and other necessary and proper attachments in connection therewith, for the benefit of the property, the Developer, and federal state or local authority, commission or agency having jurisdiction thereover or any corporation, either public , quasi public or private, supplying or serving such facilities.
- B) The Developer reserves unto itself, its successors and assigns, a ten foot (10') drainage and/or utility easement from the right-of-way in the front yard and/or rear yard of all

Lots and centered on all side and rear Lot lines. Developer further reserves a ten foot (10') drainage and/or utility easement along the interior side of all perimeter boundary lines.

Section 2. Utility Easements Prior Restrictions. The Property is subject to all those prior easements, rights of way and restrictions placed upon the Property by the Developer's predecessors in the title as such be recorded among the land records in the Office of the Recorder of Deeds in and for Sussex County.

Section 3. Residential Use. All Lots in the Property shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected altered placed or permitted to remain upon any such Lot and other than (1) detached single unit dwelling, with attached garage building (hereinafter sometimes referred to as the main dwelling), and one (1) accessory building. The use of any such main dwelling or accessory building shall not include and activity normally conducted as a business. No such accessory building may be constructed prior to the construction of a main dwelling. All such accessory buildings may be used only in connection with the main dwelling. All improvements shall be in conformity with WOLFE POINTE ARCHITECTURAL GUIDELINES attached hereto as Exhibit B. Notwithstanding the other provisions of Section 3, certain areas as shown on the Record Plot may be dedicated to the association for the recreational General Common Area, and such may be improved by tennis courts, in ground swimming pool and structures related to the use and enjoyment of such recreational facilities. Satellite antennas are allowed provided that they are no larger than 24 inches in diameter and are located behind the apex line of the roof of the main dwelling.

(Amended 15 Jan 01) "Except that lots 43 and 44 may be used as one building site, and if so the residence may be located on one lot and a detached garage may be located on the other lot. Notwithstanding any provisions of the section, if lots 43 and 44 are used as one building site, a detached garage shall be permitted and shall be located on the lot adjacent to the detached single unit dwelling lot; and notwithstanding a detached garage, one (1) accessory building, as described in this section, shall also be permitted."

Section 4. Restriction as to Trailers and Modular. No trailer, mobile home, modular home, manufactured home, sectional home pre-fabricated home, double wide or similar type structure, which moves to a building site on wheels attached to its own undercarriage or by trailer, tent, shack, garage, barn or other type outbuildings, shall at any time be used as a residence, temporary or permanently, and no trailer, mobile home, modular home, manufactured home, sectional home, pre-fabricated home, double wide, tent, shack, garage, or barn shall be utilized as main or single dwelling unit on any Lot in the Property. Additionally, no structure manufactured offsite in modules or sections to be connected on site shall be allowed. This restriction shall not prohibit the manufacture off site of structural frames and roof membranes.

Notwithstanding the above restrictions, boat trailers for boats less than 30 feet long shall be permitted, but only for no longer than two consecutive weeks, provided that they are located in the driveway behind the front line of the main dwelling.

Section 5. Restrictions against Business Use and Use Before Completion. No numbered Lot within the Property shall be used at any time to conduct business, or for the conduct on said Lot of any trade or business of any description nor shall said premises be used for any purpose whatsoever except for the purpose of private dwelling or residence. No building shall be used as the residence until the exterior is fully completed, according to the plans and specifications approved therefore, as such approval is hereinafter provided. No one shall reside on any Lot, casually, temporarily or permanently except in a dwelling house completed according to the plans and specifications approved as hereinafter provided.

Section 6. Architectural Review Committee. Approval of Building Plans.

- A) In order to insure the development and maintenance of Wolfe Pointe as a residential development of high standards, there shall be a three (3) member Wolfe Pointe Architectural Review Committee (WPARC). The initial members shall be appointed by the Developer and shall serve until such time as their successors are designated by the Association. The WPARC is vested with the power to control all buildings, structures, improvements and landscaping to be placed upon any Lot within Wolfe Pointe. The Architectural Review Committee may retain an architect to assist the Committee in its responsibilities.
- B) No building, structure, fence, wall or other erection shall be commenced, erected, maintained or used, nor shall any addition to or change or alterations therein, or in the use thereof, be made upon any of the Lots which are the subject matter of the Restrictive Covenants, no matter for what purpose or use, until complete and comprehensive plans and specifications showing the nature, kind, shape height, materials, floor plans, exterior architectural scheme, location and frontage on the Lot, approximate cost of such building structure or other erection, the grading and landscaping of the Lot to be build upon or improved, the location of the driveway and the type of driveway material, which shall be either hot-mix asphalt or concrete, and such other required information shall be submitted to and approved in writing by WPARC or its successors. The plans shall be submitted to WPARC for approval along with a check in the amount of Three Hundred Dollars (\$300) payable to the said Association as a review fee. A copy of all such plans and specifications, finally approved as aforesaid, shall be lodged permanently with the said Committee, or its successors; PROVIDED, HOWEVER, that nothing herein shall require the aforesaid approval as to interior decorations, alterations or changes.
- C) WPARC, or its successors shall have the right to refuse to approve any such plans or specifications, grading or landscaping plans or changes, which are not suitable or desirable in the sole discretion of the WPARC, or its successors, for purely aesthetic or other reasons; and in passing on such plans. WPARC shall take into consideration the suitability of the proposed building or other improvements or erections and/or the materials of which the building or other improvements or erection are to be built, and the site upon which it is proposed to be built, the harmony thereof with the surrounding, and the effect of such improvements, additions, or changes used, as planned, on the adjacent or neighboring property, and any and all factors which in its

opinion, would affect the desirability or suitability of such proposed improvements erections, alteration or changes.

(Amended 15 Jan 01) "Except that if lots 43 and 44 are used as one building site, a driveway between the detached garage and residence on the other lot shall not be disapproved solely due to the fact that it crosses over a swale."

- D) In addition to the powers stated above, WPARC shall administer and enforce WOLFE POINTE ARCHITECTURAL GUIDELINES which is a document containing information regarding the review procedures and design requirements. **A copy of the Wolfe Pointe Architectural Guidelines is attached hereto as Exhibit B and incorporated herein by reference. Each Lot purchaser shall receive a copy of the Wolfe Pointe Architectural guidelines at the time of purchase and agrees to be bound by said standards and any changes thereto.** Developer may amend or modify the Wolfe Pointe Architectural Guidelines in its sole discretion, at any time up until it establishes the association pursuant to Article II, Section 3 of this Declaration. After the Developer establishes the Association, the Wolfe Pointe Architectural Guidelines may be amended or modified by a vote of two-thirds (2/3) of the eligible votes of the membership. Any amendments or modifications of the Standards shall be sent to each Lot Owner within thirty (30) days of its approval.
- E) Wolfe Pointe, the Association, and the Developer shall have the right to enforce the provisions of this section and the requirements of the Wolfe Pointe Architectural Guidelines against any person or persons violating or attempting to violate said requirements by appropriate legal action.

Section 7. Resubdivision. No Lot shall be resubdivided, sold or otherwise alienated in a lesser or small parcel.

Section 8. Sanitation. No individual wastewater disposal system, or water well shall be constructed, maintained or used upon any numbered Lot. Public sewer and water mains are available to all Lots and all premises shall connect to such sewer and water mains with all impact and connection fees to be paid by the Owner of such Lot at the time of connection or hookup. All user fees shall be the sole and exclusive expenses of the owner of said Lot.

Section 9. Signs and Advertising Regulated. No signs, notice or advertising matter of any nature and description shall be erected, used or permitted upon any of the Lots, except after securing the written permission of the Developer and/or the Association or its successors or assigns, except for signs of the Developer or its agents regarding sale of Lots.

Section 10. Setback Restrictions – Height Limitation

- A) No building or improvement, of any kind, including accessory buildings shall be erected on any Lot, nearer than forty (40') to the front Lot line.
- B) Each side yard setback line of any Lot shall be fifteen (15') from the respective sidelines of such Lot.

(Amended 15 Jan 01) "Except that there shall be a side yard setback of zero (0) feet from the Well Site as depicted on lot 44 of the record major subdivision plan of Wolfe Pointe

recorded in the Office for the Recorder of Deeds in and for Sussex County in Plot Book 68, Page 236-239 as the same may be amended.”

- C) In the case of a single ownership of more than one Lot which are contiguous, the foregoing side set back lines shall apply to the parcel owned as whole, if the Owner or occupier thereof makes use of the same thereof as a whole.
- D) No main building or accessory building shall be erected on any Lot nearer than, twenty feet (20’) to the rear line.
- E) The height of any building shall be as determined pursuant to the Sussex County Comprehensive Zoning Ordinance.
- F) **(Second Amendment to the Covenants, 26 Jan 01)** The Developer, on its own behalf and on behalf of the WPARC, shall have the right to grant variances from the setback requirements set forth in Article VI Section 10 of the Declaration of Covenants, Conditions, and Restrictions of Wolfe Pointe as it, in its sole discretion, determines and deems appropriate;
AND FURTHER, the WPARC does hereby grant a variance from the 40-foot front yard setback requirement for both front yards of Lot 165, which is a corner lot fronting on Black Marlin Drive and Blue Runner Lane, to a front yard setback requirement for both yards of 30 feet. **(Variance Granted 26 Feb. 04)** NOW THEREFORE, the Undersigned, on behalf of the Developer, the Wolfe Pointe Property Owners Association, Inc., and on behalf of the Wolfe Pointe Architectural Review Committee does hereby grant a variance from the 40 foot front yard setback requirement for both front yards of Lot 148, which is a corner lot fronting on Tarpon Drive and Black Marlin Drive, to a front yard setback requirement for both yards of 30 feet. This variance will run with the land and benefit the current owner and all future owners of the Property.

Section 11. Garbage Receptacles. Each Lot shall provide receptacles for garbage in a screened area not generally visible from any interior road.

Section 12. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view; but some may be installed within the main dwelling, or within an accessory building or buried underground or properly screened from view, in accordance with the Wolfe Pointe Architectural Standards.

Section 13. Construction and Demolition. Once construction or demolition of any building has been commenced on any Lot, such construction or demolition shall proceed without delay until the same is completed, including the driveway, except where such completion is impossible or results in great hardship to the Owner or builder due to strikes, fires, national emergencies or national calamities. Cessation of work upon the construction or demolition of any building once started and before completed thereof for a continuous period of sixty (60) days shall be prima facie evidence of an attempt to abandon the same in its partially completed or demolished state and shall be deemed to be a public nuisance. In the event construction plans have been approved pursuant to Section 6, construction must commence pursuant to said approved plans within one (1) year of the date of approval. Failure

to commence construction within one (1) year of the date of approval of plans will void the approval.

Section 14. Fences. No fence whatsoever shall be erected or allowed to remain on any Lot, except as provided in the Wolfe Pointe Architectural Standards.

Section 15. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds upon a Lot which shall tend to substantially decrease the beauty of the Property as a whole, or the beauty of the specific area. No noxious or offensive activity shall be permitted upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance of the Property.

Yard sales are prohibited.

There shall not be maintained upon any Lot any plant, animal, device or thing of any sort of the normal activities of which is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of the Property. Specifically included under this section is the prohibition against any livestock being kept on any Lots. The keeping of any non-domestic animals shall be deemed a nuisance per se under this section; but the keeping of domestic cats and dogs, or other traditional household pets, unless the activity of such pets is in any way noxious, dangerous, unsightly or unpleasant, shall not be prohibited under this section.

No disabled vehicle will be allowed to remain in view as a nuisance, nor shall any unlicensed vehicle be allowed to remain more than a reasonable period of time, not to exceed 15 days. No trucks, campers, motor homes, dump trucks or vehicles in excess 8000 pounds gross volume weight shall be permitted on any Lot, roadway or Common Area, except in connection with the construction, maintenance and repair of residences and Common Areas within the Property.

Section 16. Landscaping. No landscaping, shrubs or trees to be placed on any Lot in conjunction with the erection of any main dwelling shall be planted, until complete and comprehensive landscaping plans shall be submitted to and approved in writing by the WPARC. The land area not occupied by structures, and hard surfacing, vehicular driveways or pedestrian paths shall be kept planted with grass, trees or shrubs or other ground covering or landscaping in conformance with the requirements set by the Wolfe Pointe Architectural Guidelines.

Section 17. Weeds. No noxious weeds or accumulated trash of any kind shall be permitted to grow or be maintained upon any Lot by the Owner or occupier thereof. The Association or its successors and assigns may first notify the Owner or occupier to cut and /or remove and such offending growth or trash within thirty (30) days from the giving of such notice. Any such notice must be in writing. If the Owner or occupier shall fail or neglect to comply with any such notice, then and in such an event, the Association or its successors shall be empowered to enter upon any such Lot, together with such assistance and equipment as may be required and thereupon to cut and/or remove the same, all without being deemed a trespass and all at the expense of the Owner of the Lot. This covenant shall not be construed as

an obligation on the part of the Association or its successors to provide garbage or trash removal services.

Section 18. Square Footage. The square footage of all improvements on any Lot shall be in accordance with the Wolfe Pointe Architectural Guidelines, But in no case shall the under roof heated interior space, exclusive of porches and decks, garage or similar non-year-year round heated space be less than two thousand five hundred (2,500) square feet for a two story home and two thousand (2000) square feet for a one-story home.

Section 19. Driveways and Parking spaces. Each Lot shall provide for outside parking for (2) automobiles on site and off all roadways and a driveway, which shall be made of either concrete or hot-mix asphalt.

ARTICLE VII

General Provisions

Section 1. Duration and Amendment. The Restrictions of this Declaration run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns as the case may be, in perpetuity. Subject, however, to the provision that the Association or its successors, by and with the vote or written consent of seventy (70%) of the eligible votes of the membership, shall have the power to waiver, abandon, terminate, modify, alter, change, amend, eliminate or add to these Restrictions and this Declaration of any time hereafter. Any such waiver, abandonment, terminated, modification, alternation, change, amendment, elimination or addition shall take effect when a copy thereof, executed and acknowledged by the Association or its successors in accord with the usual form of execution and acknowledgment of deeds, together with written consents of the requisite number of Owners, has been filed for record in the Office of Recorder of Deeds, in and for Sussex county, and the same shall thereafter remain in effect in perpetuity unless otherwise provided.

Section 2. Remedies. The Developer, the Association, or any Owner, shall have the right to enforce this Declaration and the Restrictions contained herein by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision of this declaration or any Restrictions contained herein, to restrain violation, to require specific performance, and/or to recover damages; and to proceed against any Lot to enforce any lien created by these Restrictions. The expense and cost in enforcement by the Association shall be chargeable to the Owner of the Lot, including the costs of reasonable attorney's fees. In the event any legal action is taken by the Association, such fees, approved by a court of competent jurisdiction, shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 3. Assignability. The Developer, his successors and assigns, shall at all times have the right to fully transfer and assign, any or all of its rights and powers under this Declaration, subject to the Developer's obligations hereunder.

Section 4. Nonwaiver. Failure of the Developer or any Owner, or their respective legal representatives, heirs, successors and assigns, to enforce and Restrictions contained in this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior to subsequent thereto.

Section 5. Construction and Interpretation. The Association to the extent provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and the enforcement of the provisions of this Declaration and the Wolfe Pointe Architectural Guidelines incorporated herein by reference. In so adopting and promulgating such rules and regulations and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals rules or regulations, the Association shall take into consideration the best interest of the Owners to the end that the Property shall be preserved and maintained as a viable community.

Section 6. Severability. All the covenants, conditions, restrictions and reservations contained in this Declaration are hereby declared to be severable, and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof is void, unlawful or unenforceable, shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations or clause or phrase thereof.

Section 7. Non-liability. Nothing contained in this Declaration shall be construed in any manner as to impose upon the Association or the Developer, or their successors or assigns, any liability whatsoever for property damage and /or personal injury occurring to any person or persons whomsoever, or by reason of any use of any Common Areas, or roads, or adjacent waters, depicted on Exhibit "A" hereto. Any and all persons using any such roads, Common Areas, marina, or any of them, shall do so at their own risk and without any liability whatsoever on the part of the Association, the Developer or their respective successors or assigns, as the case may be.

Section 8. Agricultural Uses Notice. This property is located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future involve noise, dust, manure and other odors, the use of the agricultural chemicals and nighttime farm operations. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

Section 9. Wetlands Notice. This site contains regulated wetlands. Activities within these wetlands may require a permit from the U.S. Army Corps of Engineers and/or the state of Delaware.

THE WOLFE POINTE ARCHITECTURAL GUIDELINES DEFINED:

These Guidelines are a written composite summary of Wolfe Pointe Architectural Review Committee's policies that relate to architecture, materials and finishes, and landscaping and site improvements for all residential properties.

Architectural Guidelines differ from the Covenants in that they establish more specific requirements as determined to be appropriate by Wolfe Pointe Architectural Review Committee. Changes may be recommended by the Architectural Review Committee and Adopted by the Board of Directors in the Manner prescribed in the Covenants. Architectural Guidelines are authorized by the Covenants and, as such, are legally enforceable restrictions.

THE WOLFE POINTE ARCHITECTURAL REVIEW COMMITTEE ("WARC")

ARTICLE IV

REVIEW BASIS

WPARC bases its review of each application on its interpretation of the Covenants and these Guidelines only.

Due to time constraints, WPARC's review of all applications occurs without personal presentations by the applicants. Therefore, it is incumbent upon the applicant to provide sufficient and accurate information to WPARC for proper consideration. If in the applicant's opinion, extenuating circumstances exist which would require a variance from stated guidelines, this information should be presented with the application. The WPARC may grant variances from these guidelines if it determines that a strict application of these guidelines would result in exceptional hardship to the applicant.

PREPARATION OF DRAWINGS

For consideration by the WPARC, drawings must be neat, accurate, drawn to scale, and with sufficient detail to adequately explain the entire design. Insufficient explanation of a design, including all visible details, is cause for rejection of an application.

New home and home improvement applications require two (2) sets of the following: site plans (showing the location of the structure or addition with dimensions to property lines and to include landscape plans), floor plans, elevations, and a description of the exterior materials and

colors. For additions, the plans and elevations should show both the existing structure and the new construction. The drawings should address as many of the Guidelines as possible.

DESIGN GUIDELINES

ARTICLE V

A. Site Development

1. All driveways shall be concrete or “hot mix” asphalt paved. All elevations related to the driveway will be set and/or approved by WPARC. It is important that the driveway apron not impede adjacent storm water swales and should be appropriately contoured as required.

(Amended 15 Jan 01) “Except if lots 43 and 44 are used as one building site, a driveway between a detached garage, and/or the accessory building on one lot and the residence located on the other lot may cross over the swale. There will be no violation of this section due to the driveway crossing over said swale so long as the driveway and culvert are designed so as not to substantially impede the drainage of water through the swale.”

2. All houses shall be provided with a driveway. Acceptable paving materials are:
 - a. Concrete
 - b. Hot-mix asphalt
3. All other paved areas shall be subject to individual approval by WPARC
4. All refuse containers shall be concealed in an approved enclosure.
5. All electric and telephone service shall be underground. All exterior lights not attached to a building shall not be greater than 6’ in height.
6. Each lot is required to have a two thousand dollar (\$2,000) minimum landscaping plan which must be approved by the WPARC and completed within six (6) months of the completion of any house constructed on the lot.
7. No exterior appendages or apparatus such as the following shall be allowed (by way of illustration and not limitation): antennas, towers, clothes lines, flag poles, or yard decorations.
8. Street numbers shall be limited to four inches (4”) in height.
9. All propane, gas and oil tanks shall be concealed.

B. Minimum House Size

1. There shall be no more than one dwelling per lot as delineated on the Record Plan. No dwelling shall be erected or used in any way which is less than two thousand and five hundred (2,500) square feet of enclosed floor area exclusive of decks, stairs, porches, breezeways, carports, garages, terraces, and the like for a two-story home and two thousand (2000) square feet for a one-story home.
2. No more than one accessory building, not exceeding two stories and in no event exceeding 25 feet; in height as measured by Sussex County, shall be permitted.

C. Architectural Features

1. All exposed portions of the foundation shall be covered with brick, porriging or stucco.
2. All materials except for decking shall be stained or painted. No exposed to view materials will remain unfinished.
3. All roofs shall be sloping. No flat roofs shall be allowed.
4. All roofing shall be architectural asphalt or cedar.
5. Sidings and trim shall be wood stucco, brick, stone aluminum or vinyl siding.
6. All windows shall be trimmed.
7. No primary wall may be windowless.
8. All chimneys shall exit the roof near or at the ridge of the roof. Metal flue caps shall be located only within a metal chimney cap.
9. Fences are allowed provided that they
 - a. are out of PVC/vinyl;
 - b. have no less than three railings and no more than four railings;
 - c. are located in the backyard behind the rear line of the house; and
 - d. cover an area no more than three times the heated square footage of the first floor of the house.
10. Dog kennels are allowed provided that they are attached to the rear of a building, which may be either the house or accessory building.