



Planning Commission

Agenda

Regular Meeting

September 10, 2026

Government Office Building
125 N Division Street
Council Chambers, Room 301, Third Floor

4:00 P.M. -

Call to Order – **Dave Chiddenton, Chair**

1. Welcome and roll call
2. Minutes
3. New Business

**REVISED FINAL COMPREHENSIVE DEVELOPMENT PLAN &
CONDOMINIUM DOCUMENT – THE CROSSING AT SUMMIT POINTE**
- 122 PARKER RD – M-0038 G- 0012 P-0295, #19-038 (J.Kuntz)

SIGN PLAN – OLLIES BARGAIN OUTLET – Ollie’s Bargain Outlet rep. by YESCO
– Tilghman Road – RC – M-0110 G-0009 P-4482, #23-027 (S.Liberto)

PUBLIC HEARING – Text amendment for Data Centers (S.Liberto)

WORK SESSION – Text amendment to regulate Vape Shops (J.Kuntz)

4. Discussion

- Fitzwater Street Rezoning (G. Pusey)
- Timeline for Public Inputs & Public Comments (J.Kuntz and G.Pusey)

5. Adjournment



Salisbury Planning Commission

August 13th, 2026

MINUTES

The Salisbury Planning Commission met in session on Thursday, **August 13, 2026**. The meeting took place at 125 N. Division St, Room 301, with attendance as follows:

COMMISSIONERS:

David Chiddenton, Chair
Matt Drew, Vice-Chair
Latonia Ayscue, Open Meetings Delegate
Susan Rall (Absent)
Mike Piorunski
Lynne Bratten

CITY STAFF

Judy Kuntz, Acting Director of DID
Gary Pusey, City Planner
Scarlett Liberto, Associate Planner
Heather Konyar, City Attorney
Skip Cox, Assistant City Administrator

1. CALL TO ORDER & ROLL CALL

Mr. Chiddenton called the meeting to order at 4:00PM. A roll call took place for the members of the commission.

APPROVAL OF MINUTES

Mrs. Bratten moved to approve the meeting minutes from the July 9th, 2026 meeting. Ms. Ayscue seconded the motion. The motion passed unanimously.

2. DISCUSSION

SIGN PLAN – FOREST GLEN – Forest Glenn LLC rep. by Parker and Associates – Queen Ave – R-5 – M-0029, G-0019, P-0232, #23-027 - (S. Liberto)

Ms. Liberto read the staff report. The commissioners had no questions, comments or concerns and the Chair Mr. Chiddenton asked for a motion. Mrs. Bratten made a motion to forward a favorable recommendation to the city council. Mr. Drew seconded the motion. The motion was **APPROVED** (5-0).

PARKING WAIVER REQUEST – AUTOZONE – AutoZone Development LLC, rep. by MDM Surveyors & Engineers LLC – Nanticoke Rd – M-0037, G-0018, P-0415, #26-003 – (S. Liberto)



Ms. Liberto read the staff report for the AutoZone parking waiver. Ms. Ayscue asked if there was a specific reason for increasing the maximum parking allowed by the code. Mr. Pusey responded that the code is rather stringent on parking in comparison to other municipalities. He discussed how there are many other AutoZone's within the area and their stores require much more parking than the code maximum allows. Mr. Pusey stated how the code also allows for a 20% parking increase to 17 parking spaces when a typical store has around 25 parking stalls, he then discussed how the staff is in support because of this. Ms. Ayscue asked why they needed the extra parking spaces, other than the fact that other stores have more. Mr. Drew stated that often times when he is in or near an AutoZone, many of the patrons will buy what they need and then use a parking space to work on their car or using a diagnostic tool they're borrowing from the store. Carmen DiDiano, from MDM Surveyors and Engineers, civil engineer for AutoZone approached the table. He stated how this is the second AutoZone within City and a third is planned for Summer Drive within the next year. He said how a trip generation study indicates that a store of this size will historically generate 39 trips in an hour at their busiest time. These 39 trips could translate to 30-35 parking spaces, AutoZone prefers 30-40 parking stalls, however AutoZone recognizes the City's desire to restrict parking, as it has been in the code for many years and are willing to comply with it. *It should be noted that Ms. Ayscue was coughing and excused herself for the remainder of this case.* Mr. Drew inquired about the location of the parcel in relation to the adjacent shopping center. He noted that many of these parking spaces near the AutoZone are typically empty and could potentially serve as flex spaces for customers. Mr. DiDiano responded that they recognize these spaces are not within there site and they do not have any right to them and could very well be ticketed or towed if they used those parking stalls. Mr. Drew brought up an advisory comment about the entrance and exit for customers as it is a high traffic area. Drew made a motion to approve the motion as submitted. Mrs. Bratten seconded the motion. The motion was **APPROVED** (4-0).

PUBLIC HEARING – Text amendment to allow Accessory Dwelling Units as required by HB 1466 (S. Liberto)

Ms. Liberto read the staff report for the record. The Chair, Mr. Chiddenton opened the floor for public comment.

Mr. Stephan Feliciano, City resident, approached the podium on behalf of Habitat for Humanity. He states how he and the company are in full support of the text amendment due to our local housing shortage. Mr. Feliciano states how ADUs are practical, proven strategies to increase gentle density, maximize existing infrastructure and expand attainable housing options.

The chair closed the public comment segment of this hearing and offered the Commission a moment to discuss.

Mr. Drew stated how he would like to keep the ADU size to 75%, he says how the existing houses within the City are already very small and if the size was decreased ADUs may not be obtainable. Mr. Drew asked the Staff about what setbacks would an ADU follow, accessory or primary, and if that text was laid out clearly within the text amendment. Ms. Liberto responded with the location in the text amendment that states what setbacks will be used for Accessory Dwelling Units.

Ms. Ayscue asked if the code covers whether or not ADUs would be permitted to operate as a short-term rental. Ms. Liberto responded that it does not explicitly address short-term rentals. Ms. Bratten asked for clarification on if one of the owners had to live on the property. Ms. Liberto responded that Ms. Bratten was correct, an owner does need to reside in either the primary or accessory dwelling. Ms. Ayscue inquired whether or not the ADU and primary residents could be simultaneously registered as a short-term rental. Ms. Liberto responded that after conversations with the City's attorney this was



something that is not typically listed within the code which is why it was not included with the text amendment.

Mr. Piorunski asked staff for clarification on 17.164.030 as well as if being owner occupied would be included within the text amendment. Staff responded that 17.134.030 is permitting accessory apartments by special exception which according to the amendment are inherently permitted as well as discussing the development standards within 17.170. Mr. Pusey asked the commission if they would like to, not change, but add ADUs to each residential districts' accessory structure section. The commissioners were all on board with this adjustment as well as keeping the 75% size requirement.

Mr. Drew made a motion to approve the motion with the amendment to add clarifying language about accessory structures. Mr. Piorunski seconded the motion. The motion was **APPROVED** (5-0).

PUBLIC HEARING – Text amendment to regulate Vape Shops (J. Kuntz)

Ms. Kuntz read the staff report for the record. The chair opened the floor to the public for comment.

Ms. Sharon DeShield, city resident, approached the podium. Ms. DeShield expressed concern over the location and aesthetic of vape shops, she let the commission know that she believes this distance should be raised to 500 feet. Mr. Chiddenton inquired whether there was discussion on creating a 750 ft buffer distance at the last commission meter. Ms. Kuntz responded that this was a discussion but there was no consensus to move forward with 750 ft.

The commissioners discussed inconsistencies within the text amendment regarding public parks and playgrounds as well as the topic of what could be defined as attractive to children and young adults. Mr. Piorunski inquired about the violations and penalties, how later they would be discussing referencing fines and penalties within the code rather than including exact numbers that will eventually change within our code. Ms. Kuntz responded that this would be updated, as the fine and penalty schedule text amendment is still not complete.

Mr. Piorunski asked if the Department of Infrastructure and Development currently issues other business licenses or permits, and if it should be through Housing and Community Development Department. Ms. Kuntz responded that HCDD is typically the department that issues business licenses, however vape shops should be through DID as we have surveyors and engineers to review the locations. She went on to discuss internal conversations about HCDD still enforcing these violations, but DID would be the ones issuing business licenses. Ms. Ayscue asked for clarification on if a vape shop permit is not approved or denied within the time period the application shall be deemed approved. Ms. Kuntz responded there is similar code for adult entertainment business, which prevents inaction from government offices in that regard, and if government offices do not take action in approving or denying permits this would be neglect on their part.

Ms. Bratten made a motion to continue the text amendment as a public hearing next month, Mr. Piorunski seconded the motion. The motion was **APPROVED** (5-0).

WORK SESSION – Text amendment to replace specific fines and penalties from the Zoning Code (Title 17) with references to a Fine and Penalty Schedule. (S. Liberto)

Ms. Liberto read the Staff Report for the record. Ms. Ayscue inquired about whether or not the amendment would change any enforcement authority. She also asked about how fees are currently updated if it won't be expressed explicitly within the code. Ms. Liberto responded that the process currently goes to City Council once a year. The commissioners had no further questions or comments.

DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT



regarding this text amendment. Ms. Bratten made a motion to move this forward to public hearing, Mr. Piorunski seconded the motion. The motion was **APPROVED** (5-0).

WORK SESSION – Text amendment for Data Centers and discussion regarding moratorium recommendation to City Council (S.Liberto)

Ms. Liberto read the staff report regarding data processing and computer centers for the record. The commissioners inquired about whether or not a data processing and computer center would be allowed within a mixed-use or multi-use facility. They also inquired about size requirements for server rooms, staff responded that they will leave that up to their interpretation. Mr. Chiddenton offered the floor for public comment, Ms. Carol Dunahoo approached the podium. She wanted to offer suggestions for workshoping the definition of data processing and computer centers. Ms. Dunahoo brought up the county definition of server room and how it would be cohesive to use a similar definition as the county. Mr. Bob Taylor approached the podium and began to speak about the county's moratorium definition for data centers. He also was in agreement with a one-year moratorium, he felt that six-months may not be enough time to gather information. Ms. Sharon Deshield came back to the podium for this work session. She offered some clarity to the on-going discussion of the commissioners. The commissioners began workshoping possible definitions including the state definition and the county definition and the possibility of their own combination.

The commissioners came to a consensus on using the county's moratorium definition of server room for the City's definition of data processing and computer centers. Ms. Bratten made a motion to move this forward as a public hearing. Ms. Ayscue seconded the motion. The motion was **APPROVED** (5-0).

The commissioners moved forward to discuss proposing a moratorium to send to the City Council. Mr. Piorunski discussed his draft moratorium, he used the template of Howard County's moratorium specifically because it established a task force. He believes this task force will help keep things moving rather than the standstill of a moratorium, he offered that the commission, council and mayor should all nominate people to the task force. Mr. Piorunski believes that this will help keep the topic moving as well as offering assistance to the staff as there are only two people in the planning department currently. Mr. Drew expressed that he would like to see a sunset clause or task force so the moratorium doesn't stop progress towards creating code regarding data centers. The Planning Commissioners came to a consensus on a recommendation for a moratorium, Ms. Bratten made a motion to move it forward to City Council and Ms. Ayscue seconded the motion. The motion was **APPROVED** (5-0).

WORK SESSION – Comprehensive Plan Edits (G.Pusey)

Mr. Pusey began talking about minor updates he had made to the Comprehensive Plan. He also let Mr. Chiddenton know he added in a section on adopt-a-road per his request. Mr. Pusey told the commission about the process of the comprehensive plan review through the state, how after MDP's review it would come back to the commission, the public and council before being finalized. Ms. Bratten was concerned about the names who would be on the front page as the council has changed and the Planning Commission has lost a commissioner. Mr. Drew inquired about changing the date on the Comprehensive Plan from 2025 to 2026 as it will most likely be able to pass in 2026. Mr. Piorunski asked about Table 2-8 and why the percentage adds up to more than 100%.

Mr. Drew made a motion to send the Comprehensive Plan to the state with the minor edits that were addressed during the work session. Ms. Ayscue seconded the motion. The motion was **APPROVED** (5-0).

DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT



Discussion:

Ms. Bratten brought up a discussion about a commission email, similar to what City Council has. She discusses how Council has an email where members of the public can message and send in their questions or concerns. She would like to see this for the Commission as she is aware that staff is sent items to distribute to the Commissioners frequently and this would be a way that they would not get lost. Mr. Drew agreed with Ms. Bratten if it was made clear to the public they would not get an email response from the commissioners as they're using their personal emails and it would be an Open Meetings Act violation.

Mr. Drew asked for an update regarding the parking study request that he sent to the mayor. Ms. Kuntz approached the table to address Mr. Drew's question. She responded that she received a letter from administration stating they are not interested in pursuing a parking study.

Adjournment:

Chair Chiddenton entertained a motion to adjourn the meeting. Ms. Bratten made a motion to adjourn, seconded by Mr. Drew. The motion was **APPROVED** (5-0).

Dave Chiddenton, Chair

Date

Gary Pusey, Acting Secretary

Date



Infrastructure and Development Staff Report

September 10, 2026

I. DEVELOPMENT INFORMATION:

Infrastructure and Development Project Number: 19-038

Project Name: The Crossing at Summit Pointe

Applicant/Owner: Parker&Associates/Attar Enterprises, LLC

Purpose of Requests:

- 1) Request for Approval of Revised Final Comprehensive Development Plan
- 2) Request for Approval of Condominium Documents

Location of Property: 122 PARKER RD SALISBURY, Maryland 21804 – Tax Map: 0038 Grid: 0012 Parcel: 0295

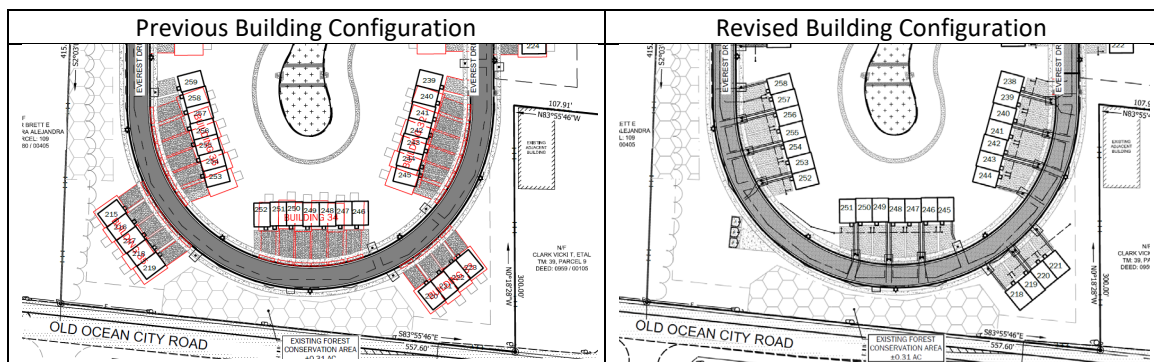
Existing Zoning: R10A

Project status: Under construction

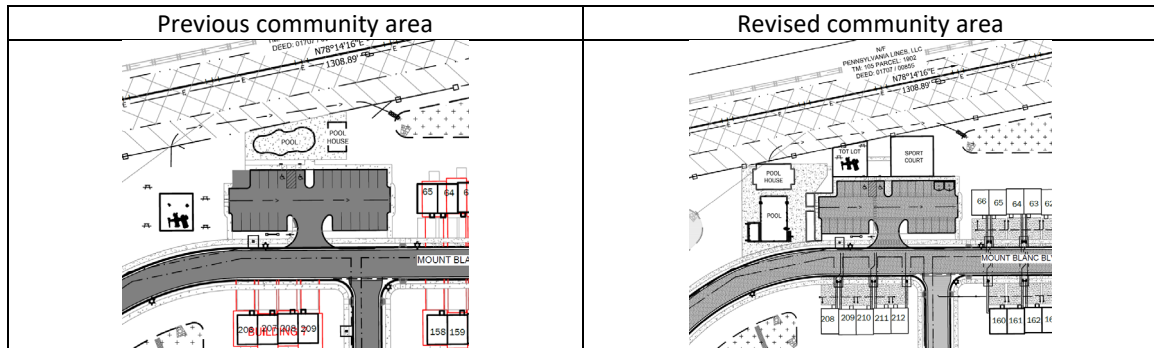
II. REQUEST DETAILS:

1) Parker & Associates and Attar Enterprises, LLC, has submitted revised final comprehensive development plan. Main updates are shown below.

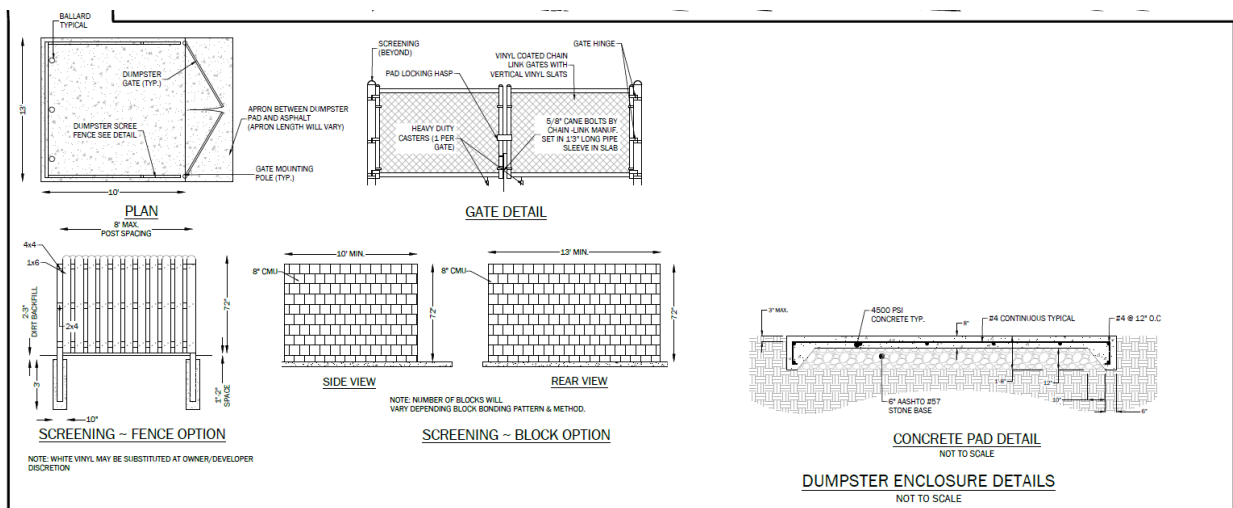
a) The final configuration of the buildings, based on deed describing 116 feet buffer requirement for structures to old Ocean City Rd.



b) The community area/pool/multipurpose court area



c) Screened dumpster additions



2) Parker & Associates and Attar Enterprises, LLC, has also submitted following documents per City Code

III. STAFF REVIEW:

1) The proposed changes meet following City codes:

- 17.04.240 - Open space covenants, bylaws and condominium documents.
- 17.180 - COMPREHENSIVE DEVELOPMENT PLAN
- 17.160 - R-5A, R-8A and R-10A Residential Districts.

2) The submitted condominium documents compliance with the city code 17.04.240 - Open space covenants, bylaws and condominium documents.



IV. APPROVAL HISTORY:

- 1) May 2004: the Planning Commission granted Condominium Site Plan approval for a 220-unit townhome style condominium development.
- 2) October 19, 2006: a Revised Comprehensive Development Plan proposed 212 townhome units was approved by the Planning Commission.
- 3) August 21, 2014: meeting of the Planning Commission, a Revised Preliminary Comprehensive Development Plan approval for a 336-unit apartment complex was requested but withdrawn by the applicant.
- 4) July 16, 2020: the Planning Commission approved a revised Preliminary Comprehensive Development Plan/Wellhead Protection Plan for 209 townhomes.
- 5) July 21, 2022: the Planning Commission approved the Final Comprehensive Development Plan.
- 6) February 17, 2023: the Planning Commission approved a Final Subdivision for the 209-townhome development, however this subdivision was never recorded.
- 7) May 18, 2023: the Planning Commission approved a Revised Comprehensive Development Plan and Wellhead Protection Site Plan on behalf of a new developer for the site. The proposal was to change the fee simple houses to townhouse style apartments and to increase the density from 6 units per acre to 8 units per acre for a total of 266 units.
- 8) April 17, 2025: the Planning Commission approved a Revised Final Comprehensive Development Plan.
- 9) Nov 3, 2025: Notice To Proceed issued. Construction began.

V. RECOMMENDATION

- 1) Staff recommend **approval** of the Revised Final Comprehensive Development Plan for the Crossing at Summit Pointe with the following conditions:
 1. Obtain a Sign Plan approval from the Planning Commission prior to the installation of signs.
 2. The site shall be developed in accordance with the Revised Final Comprehensive Development Plan approval.
 3. Subject to further review and approval by the Salisbury Fire Department, Salisbury Department of Infrastructure and Development.
- 2) Staff recommend **approval** of the condominium documents submitted with the following conditions:
 1. Subject to further review and approval by Salisbury legal team.

The Crossing at Summit Pointe

SALISBURY, MARYLAND

REVISED FINAL COMPREHENSIVE DEVELOPMENT PLAN

GENERAL NOTES

- THE PROPERTY SHOWN HEREON IS CURRENTLY OWNED BY:
GULF STAR PROPERTIES LLC
200 WESTON DRIVE
DOVER, DELAWARE 19904
IS TO BE ACQUIRED AND DEVELOPED BY:
ATTAR ENTERPRISES LLC
PO BOX 21542
BALTIMORE, MARYLAND 21282
- DEED REFERENCE: 5031/64
- TOTAL NUMBER OF TOWNHOUSE UNITS= 266
- TOTAL AREA OF PROPERTY TO BE DEVELOPED=34.92 +/- ACRES
- THE PRESENT ZONING OF THIS PROPERTY IS R-10A
- THIS PROPERTY IS LOCATED WITHIN THE G.P.R MANAGEMENT ZONE A
- NO PORTIONS OF THIS SITE ARE LOCATED WITHIN THE 100 YEAR FLOOD PLAIN AND ANY DEVELOPMENT IS SUBJECT TO THE REQUIREMENTS SET FORTH IN CHAPTER 149 OF THE WICOMICO COUNTY CODE ENTITLED " FLOOD PLAIN MANAGEMENT".
- THIS PROPERTY IS SHOWN ON F.I.R.M. COMMUNITY PANEL #24045C0256E & #24045C0118E, DATED 8/17/2015, AS BEING IN FLOOD ZONE X, AREA OF MINIMAL FLOODING.
- NO WETLANDS ARE LOCATED ON THIS SITE.
- CITY OF SALISBURY UTILITY EASEMENTS SHALL BE RESERVED FOR FUTURE USE BY THE CITY AT NO COST TO THE CITY FOR CITY UTILITY INSTALLATION, SIDEWALKS, DRAINAGE OR OTHER SUCH PUBLIC USE, WHICH MAY BE DETERMINED BY THE DIRECTOR OF PUBLIC WORKS AND SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS OR THE OWNER'S ASSOCIATION. NO STRUCTURAL IMPROVEMENTS, TREE OR SHRUB PLANTING OR THE PLACEMENT OF ANY LANDSCAPING OTHER THAN GRASS CAN BE MADE IN OR ON THE CITY OF SALISBURY UTILITY EASEMENTS, INCLUDING IN THE AIR RIGHTS OVER THE EASEMENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF SALISBURY.
- ALL PROPOSED ROADS SHOWN ARE TO BE PRIVATE. TRASH COLLECTION SHALL BE PRIVATE. SEWER AND WATER SHALL BE PROVIDED BY THE CITY OF SALISBURY.
- ALL PROPOSED GRADING AND CONSTRUCTION SHOWN ON THESE PLANS SHALL TIE INTO EXISTING GRADES WITHIN THE LIMIT OF DISTURBANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT TIE IN GRADES, ELEVATIONS AND SLOPES MATCH EXISTING CONDITIONS AND ARE ACCEPTABLE. IF CONDITIONS DIFFER THAN THOSE SHOWN ON THE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR IS TO VERIFY ALL ELEVATIONS LISTED ON THE PLAN WITH A MINIMUM OF THREE BENCHMARKS THAT ARE ON THIS PROJECTS UTILIZED DATUM PRIOR TO COMMENCING ANY CONSTRUCTION. IF ANY LOCATIONS OR ELEVATIONS OF BENCHMARKS, EXISTING FACILITIES, OR STRUCTURES DIFFER FROM THAT SHOWN HERE ON, CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER AT 410-749-1023.
- THE CONTRACTOR SHALL IMMEDIATELY STOP WORK AND NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED BETWEEN THE DRAWINGS AND EXISTING CONDITIONS. ERRORS OR OMISSIONS IN DRAWINGS OR LAYOUT SHALL BE TREATED AS A DISCREPANCY. ALL DISCREPANCIES SHALL BE RESOLVED PRIOR TO CONTINUATION OF WORK.

REQUIRED DENSITY / LAND AREA

266 FEE SIMPLE TOWNHOUSES @ 8 UNITS PER ACRE MAX DENSITY = 33.25 ACRES MIN.
EXISTING LAND AREA = 34.92 ACRES

LAND USE SUMMARY

TOTAL AREA OF PROPERTY: ±34.92 AC
LIMIT OF DISTURBANCE: ±30.89 AC
NUMBER OF UNITS: 266 TOWNHOUSE UNITS
NUMBER OF UNITS ALLOWED: 266

DEVELOPMENT STANDARDS ARE IN ACCORDANCE WITH THE CITY OF SALISBURY ZONING FOR PLANNED RESIDENTIAL DISTRICT 10A, CHAPTER 17.224.020.

PARKING PROVIDED

TOWNHOUSES:
2 SPACE PER DRIVEWAY (20' MIN PROVIDED FROM BACK OF SIDEWALK TO FACE OF BUILDING)
TOTAL TOWNHOUSES: 266
TOTAL SPACES REQUIRED: 532 SPACES
TOTAL SPACES PROVIDED: 532 SPACES

COMMUNITY POOL:
TOTAL SPACES PROVIDED: 22 STANDARD SPACES
2 VAN ACCESS HANDICAP SPACES

ESTIMATED WATER & SEWER USAGE

(FROM CITY OF SALISBURY MUNICIPAL CODE AUG 16, 2022 - CHAPTER 15.08.100 - CALCULATION OF IMPACT FEE (RESIDENTIAL))

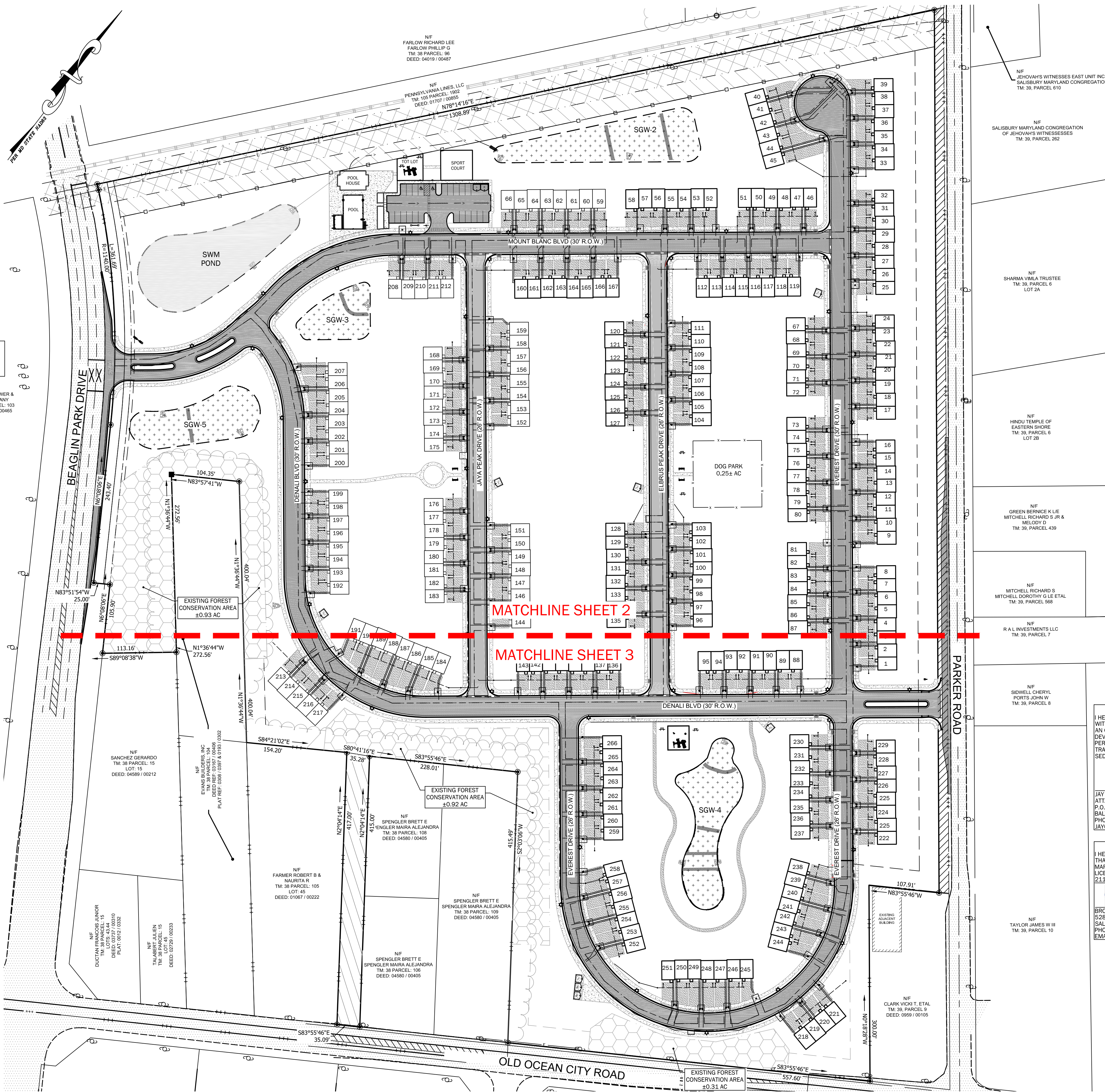
266 TOWNHOUSE UNITS (1 EDU)

1 X 266 = 266 EDU'S
266 EDU'S (52,250 GPD) Required for project

* 1 EDU (Equivalent Dwelling Unit) = 250 GPD (Gallons Per Day)

LEGEND

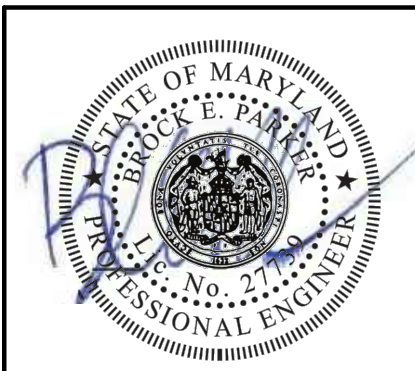
- PROPOSED SANITARY SEWER CLEAN OUT
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN STRUCTURES
- PROPOSED STORM DRAIN
- PROPOSED CURB AND GUTTER
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED DOG PARK FENCE
- PROPOSED 6' PRIVACY FENCE
- PROPERTY BOUNDARY
- PROPOSED LOT PROPERTY LINES
- PROPOSED BUILDING SET BACK LINE
- PROPOSED DRAINAGE EASEMENT
- PROPOSED FIRE HYDRANT, VALVE & TEE
- REVISED PROPOSED STREET LIGHTS
- PROPOSED WATER METER
- PROPOSED PICNIC TABLE/ GRILLING AREA
- PROPOSED BENCH PER CITY STD. 600.07
- PROPOSED TOT LOT
- PROPOSED RECYCLING ENCLOSURE
- PROPOSED DUMPSTER ENCLOSURE
- PROPOSED 5' MULCHED TRAIL
- PROPOSED 5' SIDEWALK
- PROPOSED PAVEMENT
- EXISTING PAVEMENT
- EXISTING FOREST CONSERVATION AREA



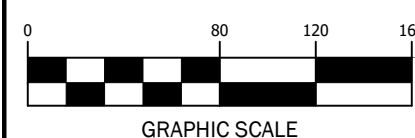
VICINITY MAP - 1"=1,000'

SHEET INDEX

- SHEET 1 - TITLE SHEET
- SHEET 2 - SITE PLAN
- SHEET 3 - SITE PLAN
- SHEET 4 - LANDSCAPING, LIGHTING, & OPEN SPACE PLAN
- SHEET 5 - 11 - BUILDING ELEVATIONS & FLOOR PLANS



SHEET 1 OF 5



REVISIONS	DATE	BY	CHK	APP

OWNER/DEVELOPERS CERTIFICATION

I HEREBY CERTIFY THAT THIS IMPROVEMENTS CONSTRUCTION PLAN IS BEING SUBMITTED WITH MY FULL KNOWLEDGE AND CONSENT AND IS IN ACCORDANCE WITH MY DESIRES AS AN OWNER OF THE SUBJECT PROPERTY ANY CLEARING, GRADING, CONSTRUCTION, OR DEVELOPMENT, WILL BE DONE PURSUANT TO THIS PLAN AND THAT THE RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATION OF TRAINING AT A DEPARTMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF SEDIMENT AND EROSION BEFORE BEGINNING THE PROJECT.

[Signature]

08/26/26
DATE

JAY ATTAR
ATTAR ENTERPRISES, LLC
P.O. BOX 21542
BALTIMORE, MARYLAND 21282
PHONE: 443-992-1931
JAY@ATTARENTERPRISES.NET

PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 21193, EXPIRATION DATE: JULY 24, 2028 AND A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 21193, EXPIRATION DATE: JANUARY 25, 2028.

[Signature]

6/25/26
DATE

BROCK E. PARKER, P.E., R.L.S.
528 RIVERSIDE DRIVE
SALISBURY, MARYLAND 21801
PHONE: (410) 749-1023 FAX: (410) 749-1012
EMAIL: BROCK@PARKERANDASSOCIATES.ORG

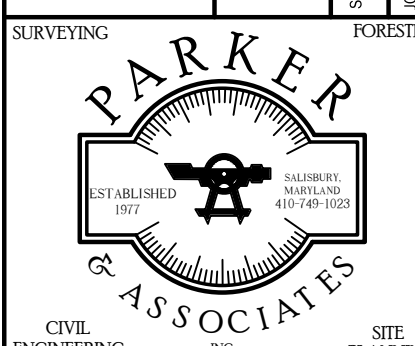
APPROVED:
CITY OF SALISBURY
DEPARTMENT OF INFRASTRUCTURE
AND DEVELOPMENT

CITY PROJECT # 19-038

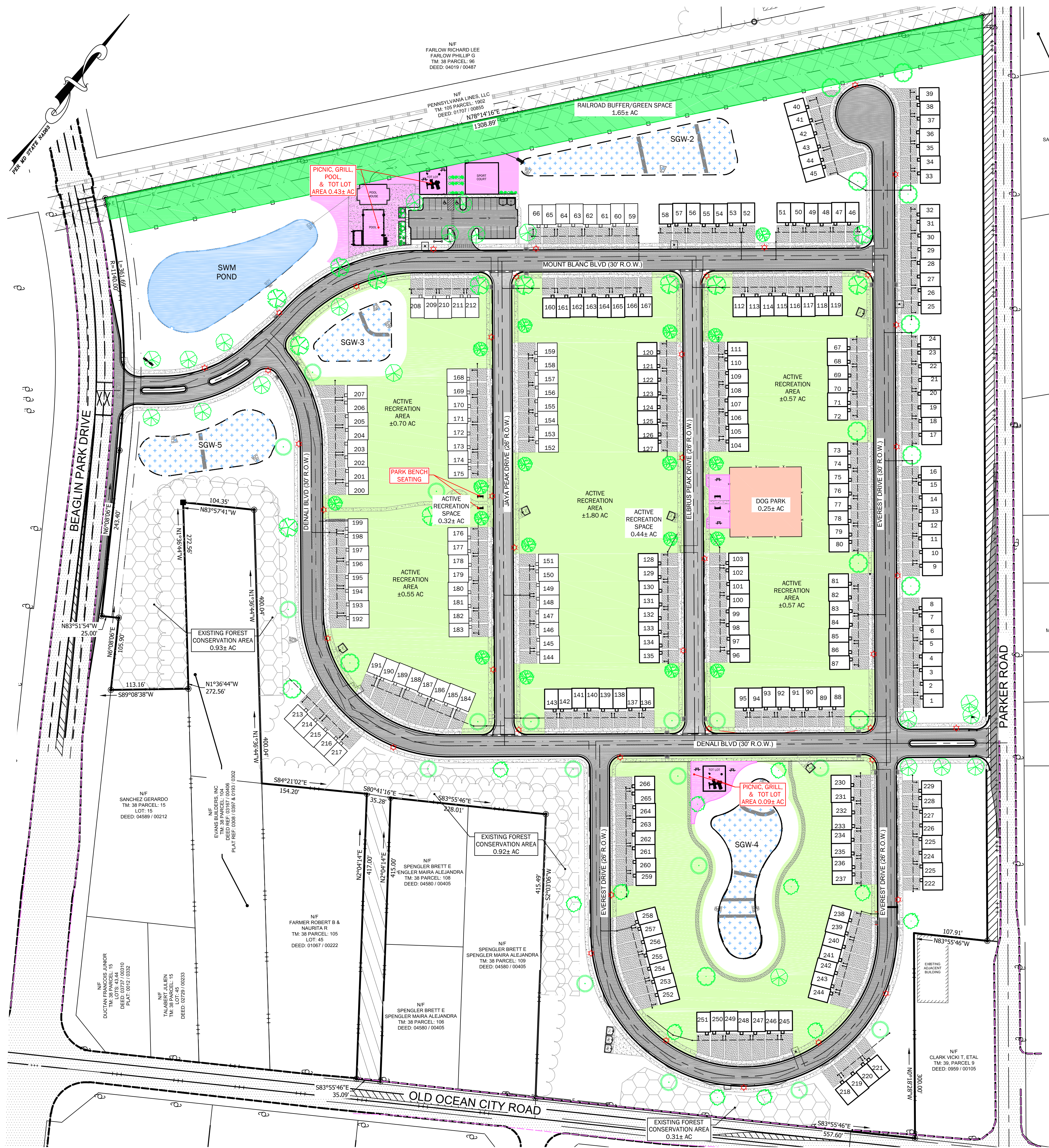
Director

DATE

TITLE SHEET
THE CROSSING AT SUMMIT POINTE
Road Name: Beaglin Park Drive & Parker Road
For: Jay Attar - Attar Enterprises, LLC
CITY OF SALISBURY, WICOMICO COUNTY, MARYLAND

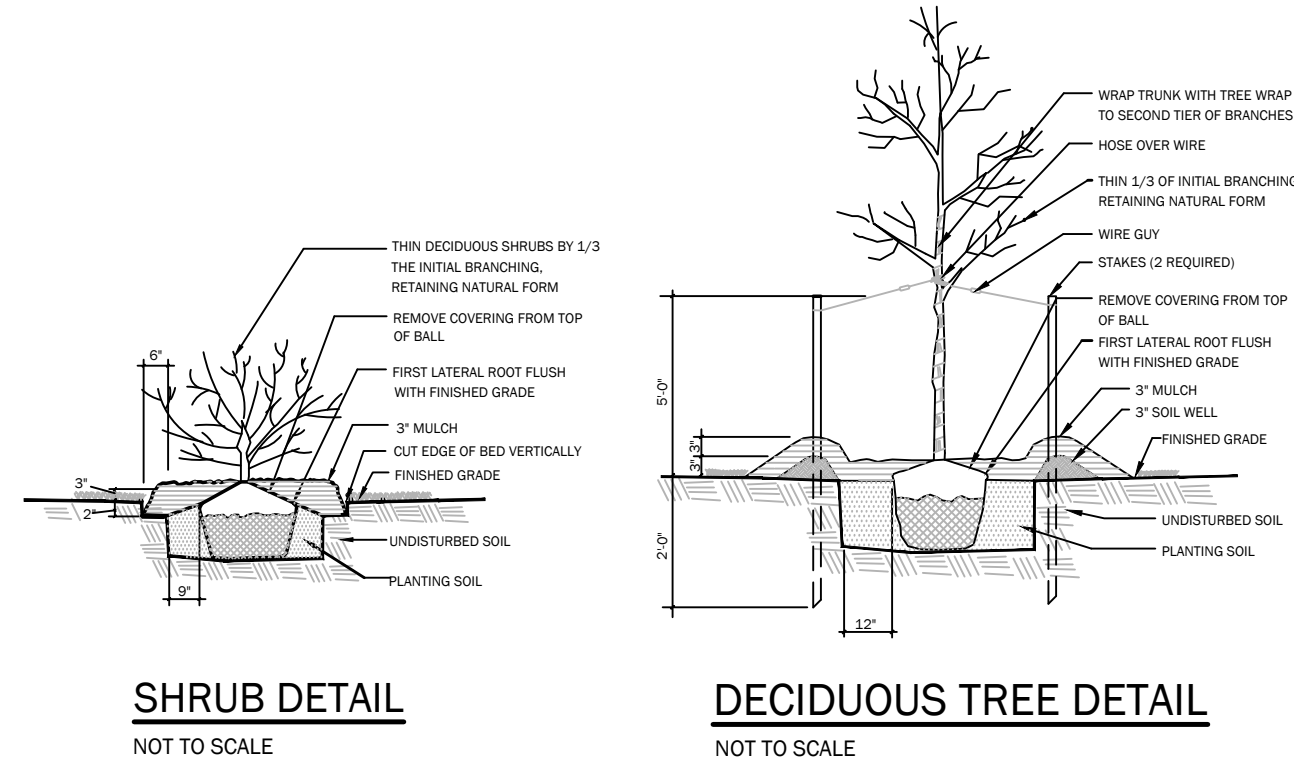


DATE: 02/25/2025
SCALE: 1" = 80'
SHEET: 1 OF 5
PROJECT: THE CROSSING AT SUMMIT POINTE
SHEET: 1 OF 5
DATE: 02/25/2025
SCALE: 1" = 80'
SHEET: 1 OF 5
PROJECT: THE CROSSING AT SUMMIT POINTE
SHEET: 1 OF 5

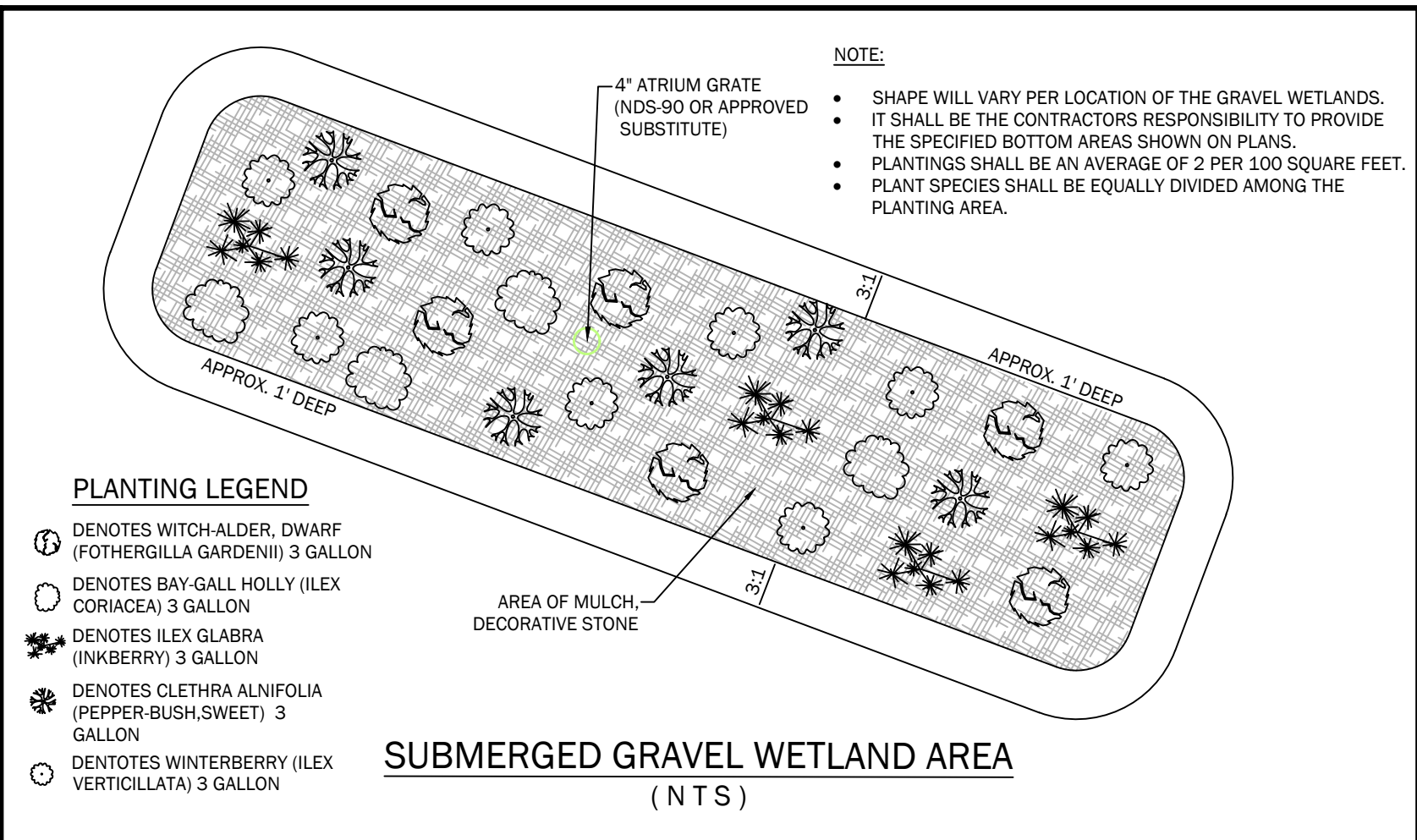


- LANDSCAPE LEGEND:**
- SCARLET CREEP MYRTLE - 20 TOTAL
 - KWANZAN CHERRY TREE - 13 TOTAL
 - SCARLET MAPLE - 17 TOTAL
 - PRINCETON SENTRY COLUMNAR GINKO TREE - 18 TOTAL
 - COLUMNAR GOLDENCHAIN TREE - 12 TOTAL
 - JAPANESE RED MAPLE - 12 TOTAL
 - SUBMERGED GRAVEL WETLAND PLANTINGS

- ALL PLANT MATERIALS SHALL BE NURSERY GROWN AND SHALL COMPLY WITH THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1), LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- CONTRACTOR SHALL CONTACT 'MISS UTILITY' AND SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES WITHIN THE PROJECT AREA PRIOR TO INSTALLATION OF PLANT MATERIAL.
- ALL AREAS DISTURBED BY PLANTING OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE.
- THE ROOT BALL OF ANY TREE SHALL NOT BE PLANTED WITHIN 10' OF ANY WATER OR SEWER LINE. NO PLANTINGS SHALL BE PLANTED DIRECTLY ON TOP OF ANY UTILITY.



★ DENOTES PROPOSED ORNAMENTAL STREET LIGHT CITY OF SALISBURY STD. NO. 600.04

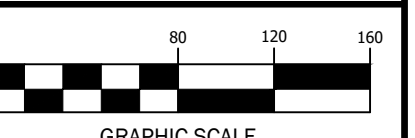


- PLANTING LEGEND**
- DENOTES WITCH-ALDER, DWARF (FOTHERGILLA GARDENII) 3 GALLON
 - DENOTES BAY-GALL HOLLY (ILEX CORIACEA) 3 GALLON
 - DENOTES ILEX GLABRA (HICKBERRY) 3 GALLON
 - DENOTES OLETHRA ALNIFOLIA (PEPPER-BUSH, SWEET) 3 GALLON
 - DENOTES WINTERBERRY (ILEX VERTICILLATA) 3 GALLON

- OPEN SPACE LEGEND:**
- PROPOSED ACTIVE OPEN SPACE & GENERAL OPEN SPACE
 - PROPOSED DOG PARK
 - PROPOSED TOT/LOT, PICNIC & GRILL AREA
 - PROPOSED RAILROAD BUFFER/GREEN SPACE



SHEET 4 OF 5

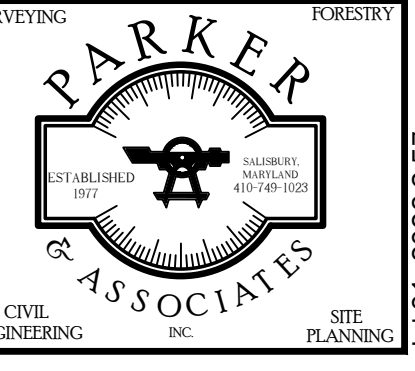


REVISIONS	DATE	BY	CHKD	APP'D

LANDSCAPING, LIGHTING, & OPEN SPACE PLAN
THE CROSSING AT SUMMIT POINTE

Road Name: Beaglin Park Drive & Parker Road
For: Jay Attar - Attar Enterprises, LLC
CITY OF SALISBURY - WICOMICO COUNTY, MARYLAND

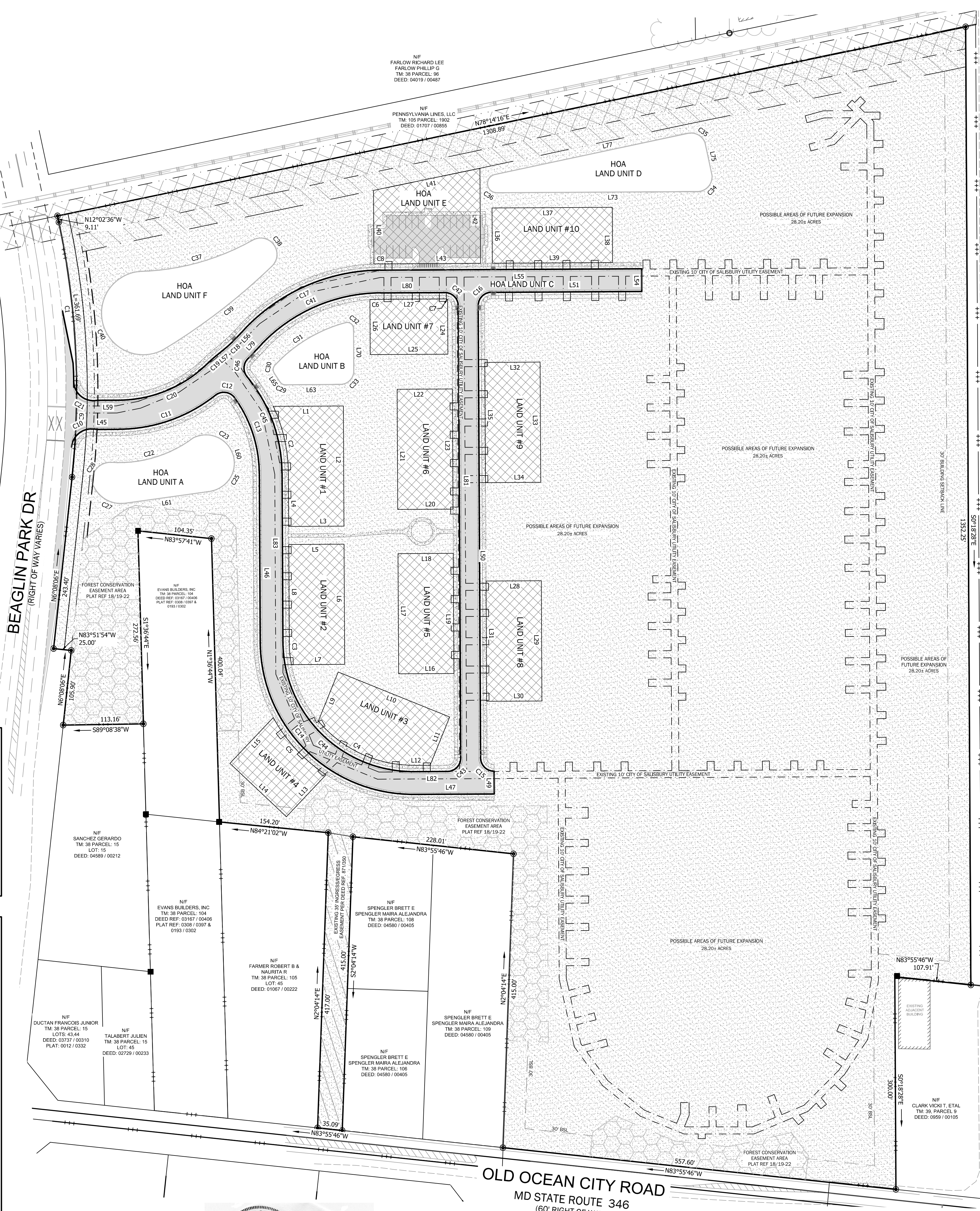
SCALE: 1" = 80'
DATE: 02/25/2025
SHEET: 4 OF 5
PROJECT: 110, 295, & 429
CDP-4



REVISED FINAL COMPREHENSIVE DEVELOPMENT PLAN

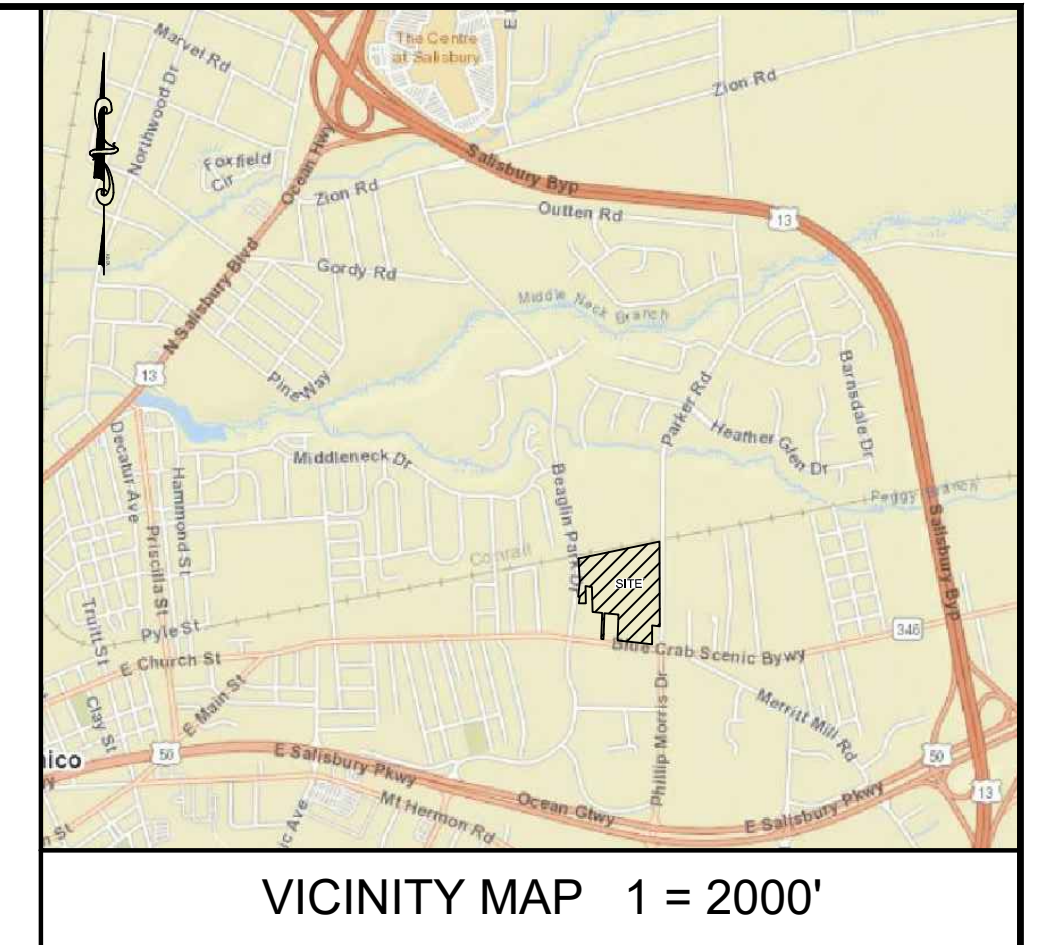
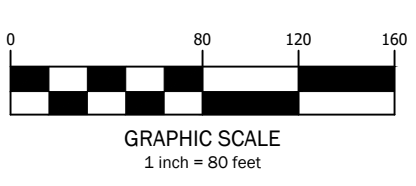
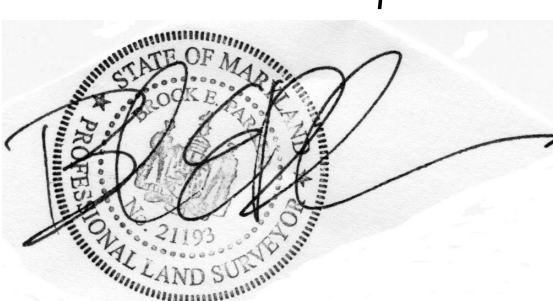
JOI 01, 2026-3:57 PM





1. ANY COMMON ELEMENTS SHALL BE AS DEFINED IN THE DECLARATION AND CONSIST OF ANY PORTIONS OF THE PROPERTY OTHER THAN THE LAND UNITS AS SHOWN ON THIS PLAT.
2. EACH LAND UNIT SHALL CONSIST OF A THREE DIMENSIONAL SPACE AS DEFINED IN THE DECLARATION FOR THE CONDOMINIUM. THE LAND UNITS AREA DESIGNATED AS "LAND UNIT 1, LAND UNIT 2, ETC."
3. ALL OF THE LAND SHOWN HEREON IS SUBJECT TO THAT CERTAIN DECLARATION FOR THE CROSSING AT SUNRISE POINT AND COMMON RECREATION RECORDED AMONG THE WICOMICO COUNTY LAND RECORDS.
4. ALL ROADWAYS, PARKING AREAS AND COMMON AREAS ARE INTENDED TO BE OWNED AND OR MAINTAINED BY SUMMIT POINT HOMEOWNERS ASSOCIATION FOR THE PRIVATE USE OF THE LAND UNITS. THE COMMON AREAS ARE NOT TO BE COMMON AREAS AND THEIR RELATED APPURTENANCES ARE PRIVATE AND NOT ELIGIBLE FOR THE CITY OF SALISBURY OR WICOMICO COUNTY OWNERSHIP OR MAINTENANCE. ALL OWNERS OF ANY OF THE LAND SHOWN HEREON WILL HAVE A RIGHT TO THESE AREAS.
5. THE DECLARANT OR OFFICERS OF THE LAND CONDOMINIUM, AS DESCRIBED IN THE LAND CONDOMINIUM DECLARATION, MAY UNILATERALLY AMEND THIS CONDOMINIUM PLAT TO CORRECT ANY MATHEMATICAL MISTAKES. INCONSISTENCIES OR OMISSIONS OF ANY COMPREHENSIVE INFORMATION BASED UPON ANY OBJECTIVELY VERIFIABLE FACTS.
6. THE DECLARANT RESERVES THE RIGHT TO BUILD, COMPLETE OR NOT TO BUILD ANY IMPROVEMENTS ON THE LAND UNITS.
7. LOCATED WITHIN THE ENTIRE PROPERTY REGIME IS A PERPETUAL EASEMENT TO UTILIZED AND FOR THE COMMON USE, REPAIR, SERVING, INGRESS AND EGRESS OF ALL UTILITIES FOR THIS AREA TO BE USED.
8. ALL NOTES, CONDITIONS, AND RESTRICTIONS INCLUDED ON THE SUBDIVISION PLAT AND THE TREASURY DEEDS AND ANY INSTRUMENT FOR THE CROSSING AT SUNRISE POINT APPLY TO THIS LAND CONDOMINIUM PLAT AND THIS PLAT IS NOT INTENDED TO SUPERSEDE SAID PLATS AND SUBSEQUENT SUBDIVISION PLATS.
9. THE LAND UNITS CREATED BY THE CONDOMINIUM PLAT ARE SUBJECT TO A FEE INTERESTMENT TO OWN AND MAINTAIN AND PAYMENT OF THE DEVELOPER'S COST OF INSTALLATION OF WATER AND SEWER FACILITIES. THIS FEE OR ASSESSMENT WHICH RUNS WITH THE LAND UNITS IS A CONTRACTUAL OBLIGATION BETWEEN THE DEVELOPER AND EACH OWNER OF THIS PROPERTY AND IS NOT IN ANY WAY A FEE OR ASSESSMENT FOR THE COMMON AREAS.
10. THE UPPER BOUNDARY OF EACH LAND UNIT IS A HORIZONTAL PLANE AT ELEVATION +500; EXTENDED TO INTERSECT THE LATERAL OR PARAMETRICAL BOUNDARIES THEREOF.
11. THE LOWER BOUNDARY OF EACH LAND UNIT IS A HORIZONTAL PLANE AT ELEVATION -500; EXTENDED TO INTERSECT THE LATERAL OR PARAMETRICAL BOUNDARIES THEREOF.

LAND UNIT ACREAGE	
LAND UNIT TOTAL	2.86 ACRES
HOA LAND UNIT TOTAL	3.73 ACRES
FUTURE EXPANSION AREA	28.20 ACRES
TOTAL AREA	34.79 ACRES



HOA LAND UNIT	SQUARE FOOT	ACRE
A	12221.73	0.28
B	7225.84	0.17
C	63739.01	1.46
D	17204.52	0.39
E	17885.88	0.41
F	21122.01	0.48

Line Table		
Line #	Direction	Length
L49	N0°18'28"W	27.00
L50	S0°18'28"E	638.01
L51	S89°41'32"W	212.00
L54	N0°18'28"W	27.00
L55	N89°41'32"E	368.42
L56	S43°31'22"W	20.14
L57	N50°30'04"E	20.03
L59	N89°42'55"E	41.91
L60	N15°25'45"W	3.64
L61	N82°05'42"E	121.11
L63	N89°36'51"E	77.73
L65	S32°55'49"E	14.93
L70	N0°18'28"W	29.54
L73	N89°41'24"E	58.96
L75	N12°01'07"W	46.91
L77	S77°58'14"W	278.71
L79	S49°31'22"W	27.97
L80	S89°41'32"E	90.42
L81	N0°18'28"W	47.00
L82	N89°41'32"E	638.01
L83	S0°18'28"E	238.21

Curve Table					
CURVE	LENGTH	RADIUS	CHORD	TANGENT	DELTA
C23	68.38	40.11	60.40	45.88	97°41'00"
C25	29.86	40.11	29.17	15.66	42°39'00"
C27	58.62	42.10	54.00	35.19	79°46'30"
C28	44.75	25.63	39.28	30.56	100°01'10"
C29	9.03	9.00	8.65	4.93	57°22'20"
C30	11.03	8.99	10.35	6.33	70°19'10"
C31	119.72	209.73	118.10	61.54	32°42'20"
C32	15.59	9.00	13.71	10.58	99°14'10"
C33	29.82	19.00	26.85	18.97	89°55'20"
C34	34.62	21.00	30.83	22.70	94°26'50"
C35	30.39	20.86	27.77	18.61	83°28'50"
C36	38.18	13.00	25.86	126.67	186°16'50"
C37	167.29	343.45	165.64	85.34	27°54'30"
C38	66.37	23.00	45.62	178.79	165°20'20"
C39	190.93	853.95	190.53	95.86	12°48'40"
C40	212.51	58.92	114.68	248.94	286°38'00"
C41	190.57	236.50	185.46	100.80	46°10'10"
C42	33.77	21.50	30.41	21.50	90°00'00"
C43	33.77	21.50	30.41	21.50	90°00'00"
C44	292.95	186.50	263.75	186.50	90°00'00"
C45	146.06	213.50	143.23	76.02	39°11'50"
C46	31.16	21.50	28.50	19.03	83°01'40"

REVISIONS	
<u>DATE</u>	<u>INIT.</u>
<u>07/08/2025</u>	<u>EDR</u>
<u>11/04/2025</u>	<u>EDR</u>
<u>11/20/2025</u>	<u>EDR</u>
<u>12/30/2025</u>	<u>EDR</u>
_____	_____
_____	_____
_____	_____
_____	_____

DWG. S1531E LAND CONDO

THE CROSSING AT SUMMIT POINTE
LAND CONDOMINIUM
FOR: THE CROSSING AT SUMMIT POINTE LLC

LOCATION			
PARSONS ELECTION DISTRICT, WICOMICO COUNTY, MARYLAND			
SCALE	1" = 80'	DATE	07/30/2024
		TAX MAP	38
JOB NO.	S1531E	DRAWN BY	ENR
		PARCEL	295

SURVEYING FORESTRY

PARKER

ESTABLISHED 1977

SALESBURY, MARYLAND
410-745-0253

& ASSOCIATES

CIVIL ENGINEERING INC. SITE PLANNING

**DECLARATION FOR
THE CROSSING AT SUMMIT POINTE LAND CONDOMINIUM**

THIS DECLARATION FOR THE CROSSING AT SUMMIT POINTE LAND CONDOMINIUM is made this 19 day of March, 2026, by THE CROSSING AT SUMMIT POINTE, LLC, a Maryland limited liability company (the "Condominium Developer"), who hereby declares as follows:

RECITALS

A. Condominium Developer is the owner of the fee simple interest in certain land and premises and certain improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the "Property") located in Wicomico County, Maryland, and more particularly described in Exhibit "A" attached hereto and made a part hereof this Declaration.

B. Condominium Developer desires to subject the Property to a condominium regime pursuant to Title 11 of the Real Property Article of the Annotated Code of Maryland (2015 Repl. Vol.), as amended (the "Maryland Condominium Act").

C. Prior to the recordation of this Declaration, Condominium Developer has filed for record in the Land Records (as such term is hereinafter defined), that certain Condominium Plat entitled, "THE CROSSING AT SUMMIT POINTE LAND CONDOMINIUM" dated March 10, 2026 (hereinafter referred to as the "Condominium Plat"), which Condominium Plat (consisting of one sheet) is intended to be recorded among the Land Records of Wicomico County, Maryland, contemporaneously herewith.

NOW, THEREFORE, Condominium Developer hereby submits the Property to the provisions of the Maryland Condominium Act and this Declaration.

**ARTICLE 1
DEFINITIONS**

Unless the context shall plainly require otherwise, the following terms when used in this Declaration and all exhibits attached to this Declaration shall have the following meanings:

Section 1.1. "Association" means the unincorporated entity comprised of all Unit Owners and is sometimes also referred to as the "**Council of Unit Owners**".

Section 1.2. "Building Condominium" means any condominium regime (other than the land condominium established pursuant to this Declaration) which may be established with respect to one or more Land Units and/or Land Unit Buildings pursuant to the Maryland Condominium Act, until such time that the affected Land Unit has been withdrawn under Section 7.2. (b) hereunder.

Section 1.3. "Building Condominium Association" means the council of unit owners of any Building Condominium.

Section 1.4. “Building Condominium Board” the board of directors of a Building Condominium Association or its duly authorized representative.

Section 1.5. “Bylaws” means the Bylaws attached to this Declaration as Exhibit “B”, as amended from time to time.

Section 1.6. “Common Elements” means all of the Property other than the Land Units and the improvements constructed on the Land Units. Common Elements may also include such areas specifically designated as such in writing by Condominium Developer.

Section 1.7. “Common Expenses” means any expenses associated with the Condominium as may be established from time to time by the Council of Unit Owners in accordance with Article 5 of the Bylaws.

Section 1.8. “Condo Land Unit 1” means the Land Unit designated as “Land Unit 1” on the Condominium Plat.

Section 1.9. “Condo Land Unit 2” means the Land Unit designated as “Land Unit 2” on the Condominium Plat.

Section 1.10. “Condo Land Unit 3” means the Land Unit designated as “Land Unit 3” on the Condominium Plat.

Section 1.11. “Condo Land Unit 4” means the Land Unit designated as “Land Unit 4” on the Condominium Plat.

Section 1.12. “Condo Land Unit 5” means the Land Unit designated as “Land Unit 5” on the Condominium Plat.

Section 1.13. “Condo Land Unit 6” means the Land Unit designated as “Land Unit 6” on the Condominium Plat.

Section 1.14. “Condo Land Unit 7” means the Land Unit designated as “Land Unit 7” on the Condominium Plat.

Section 1.15. “Condo Land Unit 8” means the Land Unit designated as “Land Unit 8” on the Condominium Plat.

Section 1.16. “Condo Land Unit 9” means the Land Unit designated as “Land Unit 9” on the Condominium Plat.

Section 1.17. “Condo Land Unit 10” means the Land Unit designated as “Land Unit 10” on the Condominium Plat.

Section 1.18. “Condominium” means the condominium regime created by the recordation of this Declaration, the Bylaws, and the Condominium Plat, as any of the foregoing may be amended from time to time.

Section 1.19. "Condominium Developer" means The Crossing at Summit Pointe, LLC, a Maryland limited liability company and its successors and assigns.

Section 1.20. "Condominium Instruments" means this Declaration, the Bylaws, and the Condominium Plat, as the same may be amended from time to time.

Section 1.21. "Condominium Plat" has the meaning ascribed to it in Recital "C" of this Declaration.

Section 1.22. "Council of Unit Owners" means the unincorporated entity comprised of all Unit Owners and is sometimes also referred to as the **"Association"**.

Section 1.23. "Declaration" means this document and all exhibits attached hereto, as amended from time to time.

Section 1.24. "Eligible Mortgage Holder" means a holder of a first Mortgage on any portion of a Land Unit who has submitted a written request to the Association for notice of amendments to the Condominium Instruments or other significant matters which would affect the interests of such Mortgagee.

Section 1.25. "First Mortgage" means the Mortgage with priority over all other Mortgages recorded against a Land Unit.

Section 1.26. "HOA" means The Crossing at Summit Pointe Community Association, Inc.

Section 1.27. "HOA Land Unit A" refers to the area depicted as "HOA A" on the Condominium Plat.

Section 1.28. "HOA Land Unit B" refers to the area depicted as "HOA B" on the Condominium Plat.

Section 1.29. "HOA Land Unit C" refers to the area depicted as "HOA C" on the Condominium Plat.

Section 1.30. "HOA Land Unit D" refers to the area depicted as "HOA D" on the Condominium Plat.

Section 1.31. "HOA Land Unit E" refers to the area depicted as "HOA E" on the Condominium Plat.

Section 1.32. "HOA Land Unit F" refers to the area depicted as "HOA F" on the Condominium Plat.

Section 1.33. "Land Records" means the Land Records of Wicomico County, Maryland.

Section 1.34. "Land Unit" or "Land Units" means a three-dimensional area, as described in this Declaration and as shown on the Condominium Plat, and includes all of the Land Units

described above and other improvements contained within such areas, unless expressly excluded in this Declaration. "Land Unit" is sometimes also referred to as a **"Unit"**.

Section 1.35. "Land Unit Building" means the building or, collectively, the buildings, erected or to be erected within any Land Unit.

Section 1.36. "Majority of Owners" has the meaning ascribed to it in Section 3.5 of the Bylaws.

Section 1.37. "Mortgage" means any deed of trust, mortgage, and other security instrument constituting a lien against any portion of a Land Unit.

Section 1.38. "Mortgagee" means the holder of or beneficiary under a Mortgage.

Section 1.39. "Officers" means any persons appointed as officers of the Association in accordance with Article 4 of the Bylaws.

Section 1.40. "Owner" and "Unit Owner" mean any natural person, group of persons, corporation, partnership, limited liability company, association, trust, or other entity, or any combination of such entities, legally capable of holding title to real property, that owns fee simple title to a Land Unit; provided, however that any person, group of persons, corporation, partnership, limited liability company, association, trust, or other legal entity, or any combination of such entities, that holds such an interest solely as security for the performance of an obligation shall not be an Owner solely by reason of that interest; provided, however, the terms "Owner" and "Unit Owner" shall exclude any Building Condominium Association of each Building Condominium and each party having record title to any condominium unit in such Building Condominium from and after the date the applicable Land Unit for such Building Condominium is withdrawn from the Condominium pursuant to Section 7.2. of this Declaration.

Section 1.41. "Percentage Interest" means the undivided percentage ownership interest appurtenant to each Land Unit with respect to the Common Elements and also represents that Unit Owner's Percentage liability for Common Expenses and voting percentage on the Council of Unit Owners, as set forth in Exhibit "C" attached hereto.

Section 1.42. "Percent of the Owners" means, for any specified percentage, the Owners of Land Units to which that percentage of the aggregate votes in the Association appertain.

Section 1.43. "Property" has the meaning ascribed to it in Recital "A" of this Declaration and includes all of the Land Units and any Common Elements.

Section 1.44. "Unit" has the meaning ascribed to it in Section 1.34. above.

Section 1.45. "Unit Development" has the meaning ascribed to it in Article 4 of this Declaration.

Section 1.46. "Unit Owner" has the meaning ascribed to it in Section 1.40. above.

Section 1.47. "Unit Resident" means any resident of a Land Unit Building including,

without limitation, tenants of residential rental units in Land Unit Buildings and owners of residential units in Building Condominiums, provided such affected Land Unit for the Land Unit Building has not otherwise been withdrawn under Section 7.2. (b) hereunder.

ARTICLE 2 CREATION OF CONDOMINIUM REGIME

Section 2.1. Name of Condominium. This Condominium shall be known as “The Crossing at Summit Pointe Land Condominium.”

Section 2.2. Submission of Property to the Maryland Condominium Act. The Property is hereby subjected to, and shall hereafter be held, conveyed, divided, subdivided, leased, rented, occupied, improved, and encumbered in accordance with the Maryland Condominium Act and the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges, and liens set forth in this Declaration, including the Bylaws (a copy of which is attached to and made a part of this Declaration as Exhibit “B”), all of which are declared and agreed to be in aid of a plan for the division of the Property into a condominium pursuant to the Maryland Condominium Act, and all of which shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by any person or entity acquiring or owning any interest or estate in the Property, including, without limitation, all present and future Owners and Mortgagees and any Building Condominium Association but not the Unit Residents individually. All present and future Owners and Unit Residents shall be subject to, and shall comply with, the provisions of this Declaration and the Bylaws, as either may be amended from time to time. The acceptance of a deed of conveyance, the entering into of a lease or the entering into occupancy of any portion of a Land Unit shall constitute an agreement that the provisions of this Declaration and the Bylaws, as either may be amended from time to time, are accepted and ratified by such Owner or Unit Resident and all of such provisions shall be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Land Unit or portion thereof, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

Section 2.3. Units; Percentage Interests. Attached to and made part of this Declaration as Exhibit “C” is a list of the Land Units and the Percentage Interests of each Land Unit. Each Land Unit shall have, as an appurtenance to that Land Unit, a voting interest in the Council of Unit Owners set forth in Exhibit “C”. The locations of the Land Units are shown on the Condominium Plat. Each Land Unit consists of the area so identified on the Condominium Plat.

Section 2.4. Dimensions of Units. The dimensions of the Land Units are as shown on the Condominium Plat, as may be amended from time to time. The vertical boundaries of each Land Unit shall be vertical planes extended to intersections with each other and with the upper and lower boundaries of that Land Unit, as indicated on the Condominium Plat. The upper and lower boundaries of each Land Unit shall be horizontal planes extended to intersect the vertical boundaries of the Land Unit, as indicated on the Condominium Plat. The elevations of such horizontal planes shall be as described on the Condominium Plat.

Section 2.5. Common Elements and Assessments.

(a) Ownership. Each Owner of a Land Unit shall be the owner of an undivided interest as a tenant-in-common in the Common Elements, in accordance with such Owner's Percentage Interest.

(b) Common Elements. The Common Elements may consist of the following specific areas and structures:

- (i) The Property other than the Land Units.
- (ii) Any areas, improvements, and facilities specifically designated as Common Elements on the Condominium Plat.
- (iii) Any areas, improvements and facilities specifically designated by Condominium Developer in a Declaration recorded among the Land Records of Wicomico County.

Notwithstanding the foregoing, there are no designated Common Elements at this time.

(c) Common Expense Liability.

(i) Each Owner of a Land Unit, in proportion to its Percentage Interest, shall contribute toward payment of the Common Expenses, if any, and Owners of Land Units shall not be exempt from contributing toward said Common Expenses either by waiver of the use or enjoyment of the Common Elements, or any of them, or by the abandonment of its Land Unit. The contribution of each Unit Owner of a Land Unit toward Common Expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the Bylaws, recorded simultaneously herewith. All Common Expenses, including but not limited to expenses of maintenance of Common Elements and of the operation of the Condominium, contributions to a reserve for replacements, the cost of all insurance carried by the Council of Unit Owners for the Condominium, its management expenses and the cost of Common Element utility services in the Condominium, shall be assessed to all Land Unit in proportion to their respective Percentage Interests. Common Expenses shall be allocated based upon the Percentage Interest of a Land Unit and shall be in accordance with Article 5 of the Bylaws.

(ii) Notwithstanding the foregoing, but subject to the provisions of Article 5 of the Bylaws, until such time as Condominium Developer (or its affiliates) no longer owns a Land Unit, neither Condominium Developer (or its affiliates) nor any Land Unit owned by Condominium Developer (or its affiliates) shall be subject to payment of any Common Expenses. Immediately subsequent to the transfer of title to a Land Unit by Condominium Developer to any other party (other than an affiliate), the Condominium Developer exemption from payment shall immediately cease and terminate without any further action and the Owner of such Land Unit shall thereafter contribute toward payment of any Common Expenses, as provided in Section 2.5. (c) (i) above.

ARTICLE 3
EASEMENTS AND RIGHTS

Section 3.1. Utilities. There is hereby declared, for the use and benefit of Condominium Developer, its successors and assigns and each Owner of a Land Unit (as well as each Building Condominium and its unit owners, if applicable) (collectively, "Initial Installers"), a perpetual and nonexclusive easement in, on, over, under, across, and through all of the other Land Units to construct, reconstruct, inspect, maintain, repair, connect to, and use all utility lines and facilities now or hereafter serving all or any part of the respective Land Unit and Land Unit Building (the "Utilities"), provided that all Utilities shall be in accordance with the site plan for each Land Unit and Land Unit Building approved by Condominium Developer and any applicable governmental authorities, and shall not materially and adversely interfere with the planned or actual use or operation of the Land Unit Building or other improvements within the other Land Units. Utilities shall include, but not be limited to, sewer, water, electricity, telephones, cable TV, internet and telecommunications. If any applicable governmental agency or utility company requires the execution of any instruments granting to them easements of the type described in this Section 3.1 or giving to them the right to maintain any of the Utilities, the Owner of each Land Unit shall promptly execute and deliver such instruments. Initial Installers and any of its contractors or subcontractors shall have a right of entry upon any other Land Unit in connection with the exercise of its easement rights under this Section 3.1. Any work performed by an Initial Installers in regard to the Utilities shall be accomplished with as little interference to the use and operation of other Land Units as may be reasonably feasible. Following such work, any area disturbed by the work shall be restored by the Initial Installer performing such work to substantially the condition that existed immediately prior to the work, to the extent reasonably feasible. Any relocation of any Utilities by the Initial Installer shall be at the sole expense of the Owner of that Land Unit, shall be subject, as to location, to the approval of the Owner of any other affected Land Unit and the Condominium Developer, not to be unreasonably withheld or delayed, shall be at the sole expense of the Initial Installer conducting the relocation, shall be in compliance with applicable laws, and shall not interfere with, increase the cost of, or diminish any utility services to other Land Units.

Section 3.2. Non-Interference; Further Assurances. The Initial Installer shall not use or allow any use of its or any other Land Unit that would obstruct or interfere with the easement rights established under this Article 3. The Initial Installer and the other Owners, as applicable, shall promptly execute and deliver such further assurances as may be necessary or desirable to give further evidence of the easements established under this Article 3.

Section 3.3. Special Condominium Developer Rights. The following Special Condominium Developer Rights are reserved in this Declaration. If not exercised prior to June 1, 2050, these Special Condominium Developer Rights shall terminate. If exercised, such rights shall be permanent.

(a) To grant and reserve easements and rights of way through, under, over and across the Property for the installation, maintenance, inspection, repair and replacement of lines and appurtenances for public or private sewer, water, drainage, gas, electricity, telephone and other utilities such as, but not limited to, a master television antenna system, internet, cable television system, wireless systems, security systems or any other technical devices of any type. If damage is inflicted by the Condominium Developer in the exercise of the easement and rights granted by

this Section, it shall promptly repair such damage to the condition existing prior thereto.

Section 3.4. Right of Entry. The Council of Unit Owners, acting through any designated agent or employee, shall have an irrevocable right and an easement to enter Land Units to make repairs to the Common Elements.

Section 2.5. Right of Access and Use of HOA Areas. There is hereby reserved unto each Owner a non-exclusive easement over, upon and through the Common Areas (as such term is defined in the governing documents of the HOA) and includes, without limitation, private streets and/or alleys, parking areas, street lights, signage, common sidewalks, walkways, and any private utilities and such easement shall be appurtenant to and shall pass with the title to each portion of the Property, subject, however, to the governing documents of the HOA.

ARTICLE 4

UNIT DEVELOPMENT AND COOPERATION; SUBDIVISION AND

CONSOLIDATION OF UNITS

Section 4.1. Unit Development and Cooperation.

(a) Each Unit Owner may construct, reconstruct, repair and/or modify a Land Unit Building and other improvements upon its Land Unit to the extent permitted by and in strict accordance with the provisions of this Declaration and the Bylaws. The entire Land Unit Building and all other improvements constructed, reconstructed, repaired and/or modified upon any Land Unit shall become part of that Land Unit as and when constructed, reconstructed, repaired and/or modified. No part of the Land Unit Building or other improvements located on a Land Unit shall be considered to be part of the Common Elements of the Condominium, unless agreed otherwise in writing by all Owners.

(b) Subject to the provisions of this Declaration and the Bylaws, each Unit Owner may construct, reconstruct, repair and/or modify a Land Unit Building and other improvements upon its Land Unit, and each Unit Owner shall have the right to conduct future construction and development activities and/or make changes in the use of the Land Unit Building and other improvements within its Land Unit (referred to collectively as "Unit Development" herein), provided, however, that (i) such Unit Development shall not have an adverse and material impact upon any other Land Unit or Unit Owner and shall occur only during reasonable hours, and (ii) all applicable land use and zoning requirements applicable to any such Unit Development shall be fully satisfied by utilizing the development rights, density, floor area ratio, parking capacity, open space and the like (collectively, the "Development Rights") of the Land Unit upon which such Unit Development has occurred or is planned to occur. If any proposed Unit Development shall utilize, directly or indirectly, any Development Rights of any other Land Unit (the "Affected Land Unit"), such Unit Development shall not be permitted without the prior written consent of the Unit Owner of the Affected Land Unit and the Condominium Developer or its affiliates, successors or assigns (for so long as Condominium Developer has any interest in the Property), which consent may be granted or withheld in the sole discretion of such parties. This Section is intended to require that all Unit Development regarding each Land Unit shall generally be subject to the same land use and zoning requirements as would be applicable if such Land Unit were a separate subdivided parcel, except to the extent agreed otherwise in writing by the Unit Owner of

the Affected Land Unit and the Condominium Developer or its affiliates, successors or assigns (for so long as Condominium Developer has any interest in the Property).

(c) Subject to the provisions of this Declaration and the Bylaws, each Owner shall cooperate with each other Owner in any construction, reconstruction, improvement, subdivision or consolidation of such other Owner's Land Unit which is in accordance with the Maryland Condominium Act, this Declaration, the Bylaws and all other applicable laws and regulations. Without limiting the generality of the foregoing, upon written request by any Owner (the "Requesting Owner"), any other Owner (the "Cooperating Owner") shall execute, join in, and in good faith support, any and all applications, approvals, permits, easements, rights-of-way, and other instruments of any kind whatsoever as may be deemed necessary or desirable by the Requesting Owner, in its sole discretion, in connection with the Requesting Owner's Unit Development; provided, however, that (i) the Requesting Owner shall defend, indemnify and hold the Cooperating Owner harmless from and against any and all liability, cost and expense in connection therewith, (ii) such cooperation shall not cause the then existing or proposed Unit Development of the Cooperating Owner to be in violation of or otherwise not in conformance with zoning requirements and applicable laws and regulations, and (iii) such cooperation shall not materially and adversely interfere with the planned or actual use or operation of the Land Unit Building or other improvements within the Cooperating Owner's Land Unit. Notwithstanding the foregoing provisions of this subparagraph or any other provision of this Declaration, any construction, reconstruction, improvement, subdivision or consolidation of an Owner's Land Unit with any other Land Unit shall require the consent of the Condominium Developer or its affiliates, successors or assigns (for so long as Condominium Developer has any interest in the Property), in its sole discretion.

(d) Subject to the provisions of this Declaration and the Bylaws, each Owner shall cooperate with each other Owner in connection with any and all amendments to this Declaration, the Bylaws or the Condominium Plat as may be necessary to reflect any Unit Development done in accordance with this Article and as may be deemed necessary or desirable by the Unit Owners to properly reflect the agreement of the Unit Owners with respect to the ownership, maintenance, operation and use of the Property (the "Unit Development Amendments"). Each Mortgagee of a Land Unit shall be deemed to have consented to and approved any and all such Unit Development Amendments as may be deemed necessary or desirable by the Unit Owners; provided, however, that no such Unit Development Amendment shall be made without the prior written consent of each affected Eligible Mortgage Holder in accordance with Article 5 of this Declaration if such Unit Development Amendment (i) materially and adversely affects the value of a Land Unit in which the Eligible Mortgage Holder has a security interest, (ii) materially and adversely affects the priority or validity of a Mortgage held by an Eligible Mortgage Holder, (iii) materially limits or impairs easements granted under Article 3 of this Declaration, or (iv) materially and adversely amends any of the provisions of this Declaration, the Bylaws or Condominium Plat which are for the express benefit of Mortgagees.

Section 4.2. Subdivision and Consolidation of Units. Subject to the express requirements of this Declaration and the Bylaws, an Owner may subdivide its Unit at any time or times in accordance with the procedures set forth in the Maryland Condominium Act. Upon such subdivision, the Percentage Interest appurtenant to such Unit shall be recomputed in accordance with the procedures set forth in the Maryland Condominium Act. Upon compliance with the

requirements of the Maryland Condominium Act, all or part of two (2) or more adjacent Land Units may be combined into a larger Land Unit, provided that both of the combined Land Units are under common ownership at the time of such consolidation. Upon such consolidation, the Percentage Interest appertaining to such combined Land Unit shall be recomputed in accordance with the procedures set forth in the Maryland Condominium Act.

Section 4.3. Condominium Developer's Power of Attorney. Notwithstanding any provision of the Condominium Instruments, there is hereby reserved unto the Condominium Developer (or such other party as may be designated by the Condominium Developer in writing) an irrevocable power of attorney, coupled with an interest, for the purpose of executing, acknowledging and delivering on behalf of all Unit Owners, contract purchasers of Units, Mortgagees, other lienholders, and any other parties having any legal or equitable interest in any portion of the Property, which are collectively referred to herein as **"Interested Parties"** and individually an **"Interested Party"**, any and all zoning approvals, preliminary plans, site plans, subdivision plats, public works agreements, dedication deeds and agreements, development agreements, applications, permits, easements, licenses, amendments to the Condominium Instruments, for purposes of subdividing or consolidating any Unit(s) pursuant to Section 11-107(d) of the Maryland Condominium Act and any other instruments as may from time to time be deemed necessary or desirable by the Condominium Developer, in its sole discretion, in connection with (a) any development matters relating to the Property, (b) any requirements of any governmental authorities, or (c) requirements of a lender or secondary mortgage agency. Each Interested Party shall be deemed to have consented to all such instruments and shall be deemed to have granted unto the Condominium Developer (or such other party as may be designated by the Condominium Developer in writing) an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such instruments. Further, each Interested Party shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Condominium Developer and its successors or assigns, to properly accomplish such purposes.

Section 4.4. Reconfiguration of Land Unit. Without limitation to the rights otherwise reserved to the Condominium Developer pursuant to this Article 4 or the Condominium Instruments, there is hereby reserved unto Condominium Developer (or such other party as may be designated by the Condominium Developer in writing) during any time when Condominium Developer or its affiliates, successors or assigns has an interest in the Property, the unilateral right to reconfigure, combine, subdivide, and/or modify the dimensions or boundaries of the Property or any Land Units as deemed necessary or desirable by the Condominium Developer, in its sole discretion, to properly reflect: (i) the development plans; (ii) the boundaries and dimensions of the Property or any such Land Unit; and/or, (iii) the size, dimensions and locations of any Land Unit Building and/or other improvements built, or anticipated to be built within the Property. The subdivision and/or consolidation of any Land Unit by the Condominium Developer shall only require the consent of the Owner of the Land Unit to be subdivided and/or consolidated and the Condominium Developer is hereby solely authorized to consent to such consolidation or subdivision on behalf of the Council of Unit Owners until such time as Condominium Developer no longer has any interest in the Property. All actions of the Condominium Developer pursuant to this paragraph shall not be subject to the requirement of Article 7 of this Declaration.

ARTICLE 5
MORTGAGES

Section 5.1. Unit Mortgages. Each Unit Owner may mortgage, encumber or otherwise grant a security interest in its Land Unit, subject to the limitations and other terms and conditions of this Declaration and the Bylaws.

Section 5.2. Notice of Default or Condemnation. The Council of Unit Owners, when giving notice to any Unit Owner of a default under the Condominium Instruments, shall simultaneously send a copy of such notice to any Eligible Mortgage Holder of such Land Unit or portion thereof. Each Eligible Mortgage Holder shall also be promptly notified of any taking in condemnation or by eminent domain of a material portion of the Common Elements and of the actions of the Association with respect thereto.

Section 5.3. Notice of Amendment of Condominium Instruments. The Council of Unit Owners shall give notice to all Eligible Mortgage Holders at least thirty (30) days prior to the date on which the Unit Owners materially amend any of the Condominium Instruments together with the proposed amendment or amendments. In no event shall any addition or amendment to the Condominium Instruments be considered material if it is for the purpose of correcting technical errors or for clarification only.

Section 5.4. Eligible Mortgage Holder Approvals. Except as provided in Section 4.1(d) of this Declaration, and subject to any greater requirements of the Maryland Condominium Act, this Declaration or the Bylaws:

(a) Except as provided otherwise in this Declaration, the approval of Eligible Mortgage Holders with Mortgages on Land Units representing at least fifty-one percent (51%) of the total Percentage Interests in the Condominium shall be required before the Association may:

(i) change any Unit's Percentage Interest, except following destruction or condemnation or as otherwise provided in this Declaration;

(ii) partition, subdivide, abandon, encumber, sell or transfer the Common Elements, except following destruction or condemnation, or for the granting of utility easements, etc. pursuant to Article 3 of this Declaration or Section 11-125 of the Maryland Condominium Act;

(iii) by act or omission withdraw the submission of the Property to the Maryland Condominium Act, except following destruction or condemnation;

(iv) modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards;

(v) following destruction or condemnation, change any Unit's Percentage Interest except as provided in Section 11-112 of the Maryland Condominium Act;

(vi) following destruction or condemnation, by act or omission, withdraw the submission of the Property to the Maryland Condominium Act, except as provided

by Section 11-123 of the Maryland Condominium Act; or

(vii) add or amend any material provisions of the Condominium Instruments which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable); (4) insurance or fidelity bonds; (5) rights to use of the Common Elements; (6) maintenance responsibility; (7) expansion or contraction of the Condominium; (8) boundaries of any Unit; (9) the interests in the Common Elements; (10) leasing of Units; (11) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey the Land Unit; or (12) any provisions which are for the express benefit of Mortgagees.

(b) An Eligible Mortgage Holder who is notified of actions, additions or amendments and who does not deliver or post to the requesting party a negative responsive within sixty (60) days after receipt of such notice shall be deemed to have approved such actions, additions, and/or amendments.

Section 5.5. Subordination and Mortgagee Protection. Notwithstanding any other provisions to the contrary, the lien of any assessment levied upon any Unit pursuant to this Declaration or the Bylaws (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a First Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Land Unit at such sale from liability for any Condominium assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided in the Bylaws.

Section 5.6. Approval of Mortgagees. This Declaration and the Bylaws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgages. Accordingly, except as provided otherwise in this Declaration, no amendment or modification of this Declaration or the Bylaws impairing or adversely affecting such rights, priorities, remedies or interests of an Eligible Mortgage Holder shall be adopted without the prior written consent of such Eligible Mortgage Holder.

ARTICLE 6

INDEMNITIES

Each Unit Owner (excluding Condominium Developer) and each Unit Resident (an "Indemnitor") shall defend, indemnify and hold harmless, at its expense, the Association and any other Unit Owner or Unit Resident (individually and collectively the "Indemnitee") against and from all claims, demands, liabilities, penalties, damages, actions, suits, expenses and judgments, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against any such Indemnitee (i) arising out of the development, construction, use, operation or maintenance by such Indemnitor of any portion of the Property, unless such damage or injury shall have been caused by the negligence or willful act or omission, in whole or in part, of such

Indemnitee or any tenants, employees, invitees, contractors or agents of such Indemnitee; or (ii) by any architect, contractor, sub-contractor, engineer, attorney, real estate broker, supplier or any other employee or agent of the Indemnitor, except for specific work or services provided pursuant to a written contract therefore between the Indemnitee and such employee or agent of the Indemnitor.

ARTICLE 7

AMENDMENTS TO DECLARATION; SUBDIVISION OF PROPERTY

Section 7.1. Amendments. Except as set forth in Section 7.2. and, Article 8 below, this Declaration may be amended only in accordance with the Maryland Condominium Act and with the consent of at least eighty percent (80%) of the Owners and any required consent by Eligible Mortgage Holders pursuant to Article 5 of this Declaration.

Any amendment to this Declaration shall become effective upon its recordation in the Land Records. Notwithstanding the above, each Unit Owner and each Unit Resident of a Building Condominium acting through its Building Condominium Board, covenants and agrees to execute any amendment to this Declaration which is reasonably required and requested by the Condominium Developer in order to effectuate the reasonable use and development of the Property.

Section 7.2. Certain Supplements.

(a) At any time before Condominium Developer conveys a Land Unit to another party, Condominium Developer shall be entitled, in its sole discretion, by an amendment or supplement signed by Condominium Developer, recorded before the deed of conveyance is recorded, and identifying such Land Unit by reference to the Condominium Plat, to (i) expressly modify or waive any provision of this Declaration, as the same may apply to such Land Unit, and thereafter (ii) such modified provisions shall thereafter apply to such Land Unit as so modified, and (iii) such waived provisions shall not apply to such Land Unit, and/or (iv) subject the title to such Land Unit to any other provision of this Declaration, or impose additional restrictions on its use, and thereafter such other covenants shall apply to such Land Unit. In the event any or all provisions are modified and/or waived with respect to any particular Land Unit, and such Land Unit is subsequently subjected to a separate condominium regime, ownership of such Land Unit, as the case may be, shall be governed solely by such separate condominium regime documents. Subsequent to the transfer of title of a Land Unit from Condominium Developer to another Owner, the Owner may withdraw such Land Unit from the operation and effect of this Declaration under the procedure described in this Section 7.2. (b), withdrawing such Land Unit from the operation and effect of this Declaration and contemporaneously subjecting said Land Unit to a separate condominium regime. The foregoing provisions constitute only Condominium Developer's proposed plan of development and in no way shall be construed as a requirement or otherwise imposing any type of obligation upon Condominium Developer.

(b) In addition to termination of the Condominium pursuant to Article 8 and the Maryland Condominium Act, any Property may be withdrawn from the operation and effect of this Declaration and Bylaws ("Withdrawn Land"), including, but not limited to, any Land Unit or Common Element, provided that: (i) the Owner of the Withdrawn Land executes and records in Land Records a supplement to this Declaration describing the Withdrawn Land which specifically

refers to this Section 7.2.; and (ii) a Building Condominium is established contemporaneously on such Withdrawn Land, or the Withdrawn Land has been lawfully subdivided in accordance with Wicomico County and State law and a subdivision plat has been recorded in Land Records for such Withdrawn Land. Upon the execution and recording of such supplement, the Withdrawn Land shall no longer be subject to the covenants, conditions, restrictions and other provisions of this Declaration and the Bylaws except for: (i) any rights, easements, reservations, interests, exemptions, powers or privileges reserved to the Condominium Developer, each Owner of a Land Unit, and Building Condominiums, pursuant to this Declaration or the Bylaws which affect the Withdrawn Land, and (ii) any other rights, reservations, interests, exemptions, powers or privileges which are expressly reserved to the Condominium Developer in the instrument effecting such withdrawal. Upon such withdrawal, the Percentage Interests shall be automatically recalculated so that all remaining Land Units are proportionate.

Section 7.3. Potential Subdivision. If, at any time, the Owner of a Land Unit should elect to seek to subdivide the Property into two separately subdivided lots ("Electing Owner"), the other Unit Owners shall cooperate for purposes of such subdivision, provided: (a) that such separate lots conform substantially to the Land Units; (b) such subdivision does not materially increase the burdens of or reduce the benefits to the cooperating Owner(s); and (c) that any and all costs involved in such subdivision are borne solely by the Electing Owner.

ARTICLE 8

TERMINATION OF CONDOMINIUM

Section 8.1. Termination. The Condominium may be terminated in accordance with Section 11-123 of the Maryland Condominium Act with the consent of the Condominium Developer or its affiliates, successors and assigns (for so long as Condominium Developer has any interest in the Property). In the event the Condominium is terminated in accordance with this Section and any real property formerly included within the Condominium has been subjected to one or more separate condominium regimes, ownership of such real property shall be in accordance with the condominium documents for the condominium regime or regimes that include such real property; provided, however, the easements described in this Declaration for Condominium Developer (and its successors and assigns to whom such easements have been specifically assigned in writing), Land Unit Owners, and Building Condominiums, shall survive termination of this Declaration.

Section 8.2. Reserved Rights of Condominium Developer. Condominium Developer hereby reserves for itself, its successors, transferees and assigns, the right to execute on behalf of all contract purchasers, Unit Owners, Eligible Mortgage Holders, Mortgagees, and other lienholders or parties claiming a legal or equitable interest in the Condominium including, without limitation, any Land Units, any such declarations, agreements, documents and other instruments as may be necessary or desirable to terminate the Condominium in accordance with the foregoing. By acceptance of a deed to any Land Unit or by acceptance of any other legal or equitable interest in the Condominium, each and every such contract purchaser, Unit Owner, Eligible Mortgage Holder, Mortgagee or other lienholder or party having a legal or equitable interest in the Condominium (including, without limitation, any Land Unit) consents to termination of the Condominium in accordance with the foregoing and does automatically and irrevocably name, constitute, appoint and confirm Condominium Developer, its successors, transferees and assigns,

as attorney-in-fact for the purpose of executing any such declaration, agreement, document and other instruments as may be necessary or desirable to effect the foregoing.

The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Land Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney.

ARTICLE 9 **MISCELLANEOUS**

Section 9.1 Construction and Enforcement.

(a) The provisions of this Declaration shall be liberally construed to achieve the purpose of creating a uniform plan for the development and operation of the Property as a condominium. The Condominium Developer, the Council of Unit Owners and any Owner shall have the right to enforce this Declaration and the Bylaws by any proceeding at law or in equity against any person or persons violating any of the same, either to restrain or enjoin violation and/or to recover damages, including reasonable attorneys' fees, and against any Unit to enforce any lien created pursuant to this Declaration or the Bylaws. Any breach or violation by any employee, agent, contractor, invitee, tenant, or guest of a Unit Owner or a Unit Resident shall be deemed a violation or breach by and enforceable against such Unit Owner or Unit Resident. The failure or forbearance to enforce this Declaration or the Bylaws shall in no event be deemed a waiver of the right to do so thereafter.

(b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the provisions of this Declaration or the Bylaws, as either may be amended from time to time, cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 9.2. Real Estate Taxes and Assessments. All real estate taxes, governmental assessments and other public charges (collectively "Taxes") relating to any Land Unit including, without limitation, any Land Unit Buildings or other improvements constructed thereon, shall be the sole responsibility of and shall be paid prior to delinquency by the Owner of the Land Unit. If any Land Unit is part of a Building Condominium, the individual owners of units in the Building Condominium shall be responsible for the payment of Taxes in accordance with the governing documents for such Building Condominium.

Section 9.3. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such invalidity or unenforceability shall adversely and materially alter the operation of the Condominium.

Section 9.4. Headings. The headings used in this Declaration are used solely for convenience and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

Section 9.5. Applicable Law. This Declaration shall be governed by and construed according to the laws of the State of Maryland.

Section 9.6. Effective Date. This Declaration shall become effective when it and the Condominium Plat have been recorded among the Land Records.

Section 9.7. Notices. Except as otherwise provided in this Declaration or the Bylaws, all notices, demands, bills, statements, or other communications under this Declaration and the Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or three (3) business days after sent by first-class mail (or otherwise as the Maryland Condominium Act may permit), (i) if to an Owner, at the Owner's Unit address or such other address as the Owner may designate in writing to the Association, (ii) if to the Council of Unit Owners, at the principal office of the Association, (iii) if to a Building Condominium Association or Building Condominium Board, at the principal office of such Building Condominium Association, or at such other address as shall be designated by written notice to the Association in accordance with this Section, or (iv) if to an Eligible Mortgage Holder, to the address provided to the Association by that Eligible Mortgage Holder. If an Owner has not designated an address for notice, then the address of the Land Unit on the tax rolls of the State of Maryland shall be used as the notice address.

Section 9.8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawfully void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9.9. Exhibits. All exhibits attached to this Declaration are incorporated into and made a part of this Declaration.

Section 9.10. Building Condominium Regimes. The provisions of this Declaration and the Bylaws shall be applicable to all Unit Residents and to all Building Condominiums as may be established within the Property in accordance with the Maryland Condominium Act. The Percentage Interest and voting rights appurtenant to any Land Unit or portion thereof which is subjected to a Building Condominium are hereby assigned to and shall be exercisable solely by the Building Condominium Board of such Building Condominium.

Section 9.11. Estoppel Certificate. The Association or any Unit Owner, upon request of any other party, shall execute and deliver an estoppel certificate, to those parties as are reasonably requested (including a Mortgagee, prospective purchaser, or lessee), at any time and from time to time, upon not less than ten (10) days prior request. If applicable, the estoppel certificate shall include a statement certifying that this Declaration, the Bylaws and/or the Condominium Plat are unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which assessments and/or maintenance fees and/or other charges have been paid, representing that, to such party's actual knowledge, there is no default (or stating the nature of the

alleged default) and indicating such other matters with respect to this Declaration, the Bylaws and/or the Condominium Plat as may reasonably be requested.

Section 9.12. Non-Merger. Notwithstanding that Land Units may be owned by the same entity, all of the rights, easements and other provisions of this Declaration shall not be deemed to be extinguished by merger.

Section 9.13. Power of Attorney. Each Unit Owner, for himself, his heirs, representatives, successors and assigns, is deemed to grant, and does hereby grant, to Condominium Developer a Power of Attorney, coupled with an interest, to grant such easements as may be provided for herein and to execute such other deeds and documents necessary or appropriate to carry out the intent of the matters set forth herein.

Section 9.14. Intended Dedications or Conveyances.

(a) As of the date written above, it is contemplated that HOA Land Units A through and including F (and any future HOA Land Units annexed under Section 9.15. below) will be conveyed to the HOA. In addition, all Owners and all Land Units shall be expressly subject to the governing documents of the HOA, as more particularly set forth in the governing documents of the HOA, except to the extent provided in the governing documents of the HOA.

(b) It is anticipated that Land Units 1 through 10 (as well as any future Land Units annexed under Section 9.15.) will be subjected to one (1) or more Building Condominiums and ultimately withdrawn from the Land Condominium.

Section 9.15. Expansion of the Condominium.

(a) Declarant hereby reserves the right until the tenth (10th) anniversary of the recordation of this Declaration to expand the Condominium from time to time in compliance with Section 11-120 of the Act without the consent of any Unit Owner or Mortgagee. The right to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an instrument relinquishing such right by Declarant. The decision to terminate the right to expand the Condominium is not conditioned upon the occurrence or nonoccurrence of any event, nor is it dependent upon the existence of any circumstances arising in the future. The decision to terminate the right to expand the Condominium lies solely in the discretion of the Declarant. The Declarant reserves the right to add any or all portions of the property described on the Condominium Plat as "Possible Areas of Future Annexation" to the Condominium at any time, at different times, in any order.

(b) The expansion of the Condominium may be effectuated by recording in the Land Records for Wicomico County, Maryland, (i) a supplementary declaration setting forth the new Percentage interest in the Common Elements and Percentage Interest in the Common Expenses and Common Profits appurtenant to each Land Unit and the vote appertaining thereto, and (ii) an amendment to the Condominium Plat that includes any detail and information concerning the new section as may be required.

(c) Upon recordation of a supplementary declaration and Condominium Plat, each Unit Owner shall automatically have the Percentage Interest in the Common Elements and the

Percentage Interest in the Common Profits and Common Expenses and the votes appurtenant to his Land Unit set forth in the supplementary declaration.

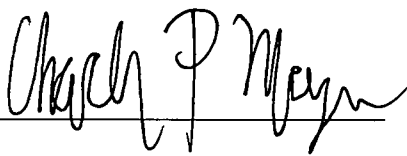
(d) Declarant makes no assurances as to whether improvements situated within property added to the Condominium in accordance with this Declaration and the Act shall be substantially completed prior to annexation or substantially consistent in terms of quality of construction or design with the existing improvements within the Condominium.

(e) The maximum number of Units which may be added in the Condominium pursuant to this Section 9.15. is thirty (30).

(f) There is hereby reserved unto the Declarant (or such other party as may in writing be designated by the Declarant) an irrevocable power of attorney, coupled with an interest, for the purpose of reallocating the Percentage Interests and voting rights appurtenant to each of the Units in the Condominium in accordance with the provisions of this Declaration and to execute, acknowledge and deliver such further instruments as may from time to time be required in order to accomplish the purposes of this Section 9.15. Each Unit Owner and each Mortgagee of a Unit shall be deemed to have acquiesced in amendments to this Declaration and in amendments to the Condominium Plat for the purpose of adding the aforesaid additional Units and Common Elements to the Condominium, as set forth above, and shall be deemed to have granted unto the Declarant (or such other party as may in writing be designated by the Declarant), an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments and each such Unit Owner and Mortgagee shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Declarant and its successors or assigns, to properly accomplish such amendments.

IN WITNESS WHEREOF, the undersigned, being Condominium Developer herein, has caused this Declaration to be executed and delivered in its name and on its behalf as of this 19 day of March, 2026.

WITNESS:



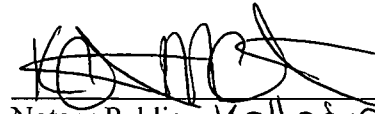
CONDOMINIUM DEVELOPER:
THE CROSSING AT SUMMIT POINTE, LLC
a Maryland limited liability company

 (seal)
By: Joseph Attar, Officer

STATE OF MARYLAND, CITY/COUNTY OF Howard TO WIT:

I HEREBY CERTIFY that on this 19th day of March, 2026, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Joseph Attar, personally known to me (or satisfactorily proven) to be the Officer of THE CROSSING AT SUMMIT POINTE, LLC, the Condominium Developer named in the foregoing Condominium Declaration, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Condominium Developer.

AS WITNESS my hand and seal.

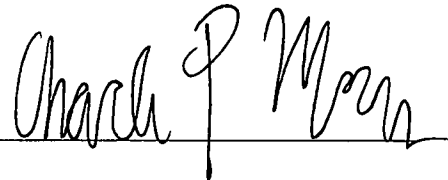

Notary Public Katherine McCClinton

My Commission Expires: 12/14/28

CERTIFICATION

I HEREBY AFFIRM under penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Article of the Annotated Code of Maryland, if applicable, have been fulfilled.

WITNESS:



CONDOMINIUM DEVELOPER:

THE CROSSING AT SUMMIT POINTE, LLC
a Maryland limited liability company


By: Joseph Attar, Officer

CONSENT AND JOINDER BY TRUSTEE AND BENEFICIARY

OWEN THOMAS, Trustee, and NVR, INC., a Virginia corporation, the Beneficiary pursuant to an Deposit Deed of Trust dated November 25, 2025, and recorded among the Land Records of Wicomico County, Maryland in Liber 5651, folio 381 et seq., and any amendments or modifications thereto from time to time (the "Deed of Trust"), hereby join in the foregoing Declaration for the express purpose of subordinating all of their right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Joinder by Trustee and Beneficiary shall be deemed in any way to create between the person or entity named in such Declaration as the "Condominium Developer", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustee and Beneficiary have executed and sealed this Consent and Joinder by Trustee and Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representative, this 3 day of march, 2026.

WITNESS/ATTEST:

[Signature]

TRUSTEE:

[Signature] (SEAL)
OWEN THOMAS

WITNESS/ATTEST:

[Signature]

BENEFICIARY:
NVR, INC.

By: [Signature] (SEAL)
Name: Owen Thomas
Title: Vice President

[NOTARIES ON FOLLOWING PAGES]

STATE OF Delaware: COUNTY OF Sussex: TO WIT:

I HEREBY CERTIFY, that on this 3 day of March, in the year 2026, before me, the subscriber, a Notary Public, personally appeared, OWEN THOMAS, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.



Notary Public

My Commission expires: 11/01/2027

HEATHER L LORUSSO
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 11-01-2027

STATE OF Delaware: COUNTY OF Sussex: TO WIT:

I HEREBY CERTIFY, that on this 3 day of March, in the year 2026, before me, the subscriber, a Notary Public, personally appeared Owen Thomas, as Vice President of NVR, INC., and they acknowledged the foregoing Joinder and Consent by Trustee and Beneficiary to be their act as said Vice President, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.



Notary Public

My Commission expires: 11/01/2027

HEATHER L LORUSSO
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 11-01-2027

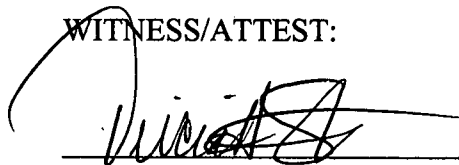
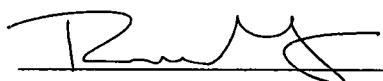
CONSENT AND JOINDER BY TRUSTEE AND BENEFICIARY

W. BRANDT BUTCHER and GREGOR R. OWENS, who are, respectively the Trustees, either of whom may act alone, and FIRSTRUST BANK., a Pennsylvania banking corporation, the Beneficiary pursuant to an Indemnity Deed of Trust, Security Agreement and Assignment of Contracts, Leases and Rents dated January 6, 2026, and recorded among the Land Records of Wicomico County, Maryland in Liber 5657, folio 6 et seq., and any amendments or modifications thereto from time to time (the "Deed of Trust"), hereby join in the foregoing Declaration for the express purpose of subordinating all of their right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.

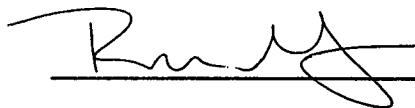
Nothing in the foregoing provisions of this Consent and Joinder by Trustees and Beneficiary shall be deemed in any way to create between the person or entity named in such Declaration as the "Condominium Developer", and any of the undersigned, any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustees (or such number of them as required to bind the Trustees) and Beneficiary have executed and sealed this Consent and Joinder by Trustee and Beneficiary, or caused it to be executed and sealed on its behalf by its duly authorized representative, this 4 day of March, 2026.

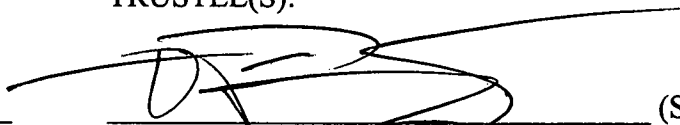
WITNESS/ATTEST:

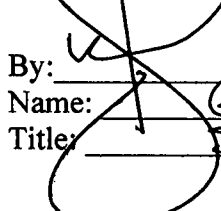
WITNESS/ATTEST:



TRUSTEE(S):

 (SEAL)
 W. BRANDT BUTCHER

GREGORY R. OWENS

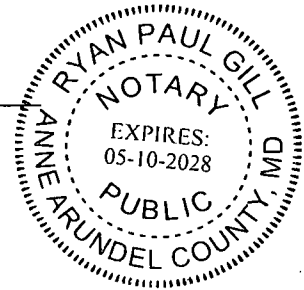
 (SEAL)
BENEFICIARY:
FIRSTRUST BANKBy:  (SEAL)Name: Greg OWENSTitle: Dr. Vice President

[NOTARIES ON FOLLOWING PAGE]

STATE OF Maryland : COUNTY OF Anne Arundel : TO WIT:

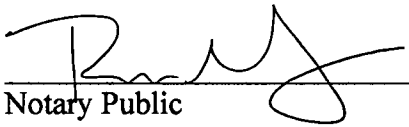
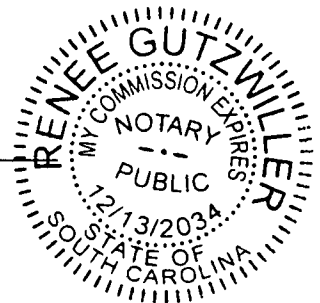
I HEREBY CERTIFY, that on this 04 day of March, in the year 2026, before me, the subscriber, a Notary Public, personally appeared, W. BRANDT BUTCHER, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.


 Notary Public
My Commission expires: 05/10/2028 YSTATE OF Saty CARAWA : COUNTY OF Berkley : TO WIT:

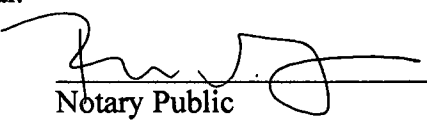
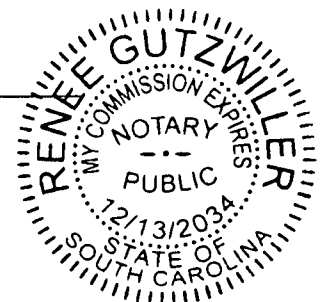
I HEREBY CERTIFY, that on this 3 day of MARCH, in the year 2026, before me, the subscriber, a Notary Public, personally appeared, GREGORY R. OWENS, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.


 Notary Public
My Commission expires: 12/13/2034STATE OF Saty CARAWA : COUNTY OF Berkley : TO WIT:

I HEREBY CERTIFY, that on this 3 day of MARCH, in the year 2025, before me, the subscriber, a Notary Public, personally appeared GREG OWENS [name], as SR VICE PRESIDENT [title] of FIRSTRUST BANK, and they acknowledged the foregoing Joinder and Consent by Trustee and Beneficiary to be their act as said BENEFICIARY [title], and IN MY PRESENCE SIGNED AND SEALED THE SAME.

AS WITNESS my hand and Notarial Seal.


 Notary Public
My Commission expires: 12/13/2034

JOINDER AND CONSENT OF OWNER/CONTRACT PURCHASER

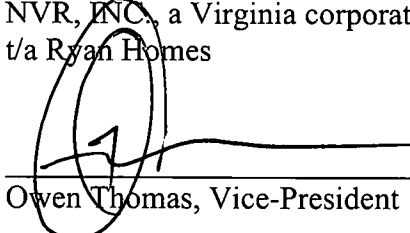
NVR, INC., a Virginia corporation t/a Ryan Homes, the Owner/Contract Purchaser of the property or a portion of the property described in foregoing Declaration for Summit Pointe Land Condominium, hereby joins in the foregoing Declaration for the sole and limited purpose of agreeing that the terms, provisions, covenants, conditions and restrictions contained in the foregoing instrument intended to be recorded among the Land Records of Wicomico County, Maryland, shall run with and bind the title to any property described in the Declaration in which Owner/Contract Purchaser has any right, title and interest and the Owner/Contract Purchaser agrees to execute any further assurances of the foregoing as may be requested by the parties to the Declaration.

IN WITNESS WHEREOF, the Owner/Contract Purchaser has executed and sealed this Joinder and Consent of Owner/Contract Purchaser or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 3 day of MARCH, 2026.

WITNESS/ATTEST:

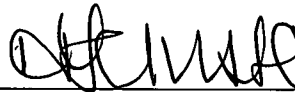
OWNER/CONTRACT PURCHASER:

NVR, INC., a Virginia corporation
t/a Ryan Homes

 (SEAL)
Owen Thomas, Vice-President
STATE OF Delaware: COUNTY OF Sussex: TO WIT:

I HEREBY CERTIFY that on this 3 day of MARCH, 2026, before me, a Notary Public of the state aforesaid, personally appeared Owen Thomas, Vice-President of NVR, Inc., a Virginia corporation, t/a Ryan Homes and that he executed this Joinder and Consent of Owner/Contract Purchaser for the purposes contained therein, in my presence.

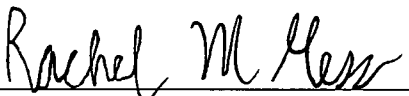
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.


Notary Public
My commission expires on 11/01/2027

HEATHER L LORUSSO
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 11-01-2027

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that this Declaration was prepared by me or under my supervision, and that I am an attorney duly licensed to practice before the Supreme Court of Maryland.



Rachel M. Hess

EXHIBIT "A"

Legal Description of the Property

All that land shown as Land Units 1 through and including 10 and HOA Land Units A through and including F, all shown on the Condominium Plats entitled, "THE CROSSING AT SUMMIT POINTE LAND CONDOMINIUM" dated March 10, 2026, which consists of one (1) sheet and are recorded among the Land Records of Wicomico County, Maryland contemporaneously herewith.

Bylaws of
THE CROSSING AT SUMMIT POINTE LAND CONDOMINIUM

ARTICLE 1
PLAN OF CONDOMINIUM OWNERSHIP

Section 1.1. The Condominium. The Condominium has been established by subjecting the Property described in Exhibit "A" of the Declaration to a condominium regime pursuant to the Maryland Condominium Act. These Bylaws are attached to and made part of the Declaration as Exhibit "B" and are intended by the Condominium Developer to set forth, among other things, a plan by which the affairs of the Condominium shall be administered and governed by the Council of Unit Owners pursuant to the Maryland Condominium Act.

Section 1.2. Definitions. In these Bylaws, all capitalized terms shall have the same meanings as designated in the Declaration unless otherwise expressly provided or apparent from the context.

Section 1.3. Applicability of Bylaws. These Bylaws are applicable to the Association and to the Condominium. All present and future Unit Owners and other lessees, or occupants of Land Units and Land Unit Buildings, and any other persons who may use the Condominium or the facilities of the Condominium in any manner, are subject to the Declaration and these Bylaws. The acceptance of a deed of conveyance to any portion of a Land Unit or a Land Unit Building shall constitute an agreement that these Bylaws and the Declaration, as either may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE 2
THE ASSOCIATION IN GENERAL

Section 2.1. Purpose and Status of the Association. The purpose of the Association shall be to operate the Condominium for the benefit of the Unit Owners and to exercise the powers conferred upon it by the Maryland Condominium Act, the Declaration, and these Bylaws. The Association shall be an unincorporated entity.

Section 2.2. Name and Mailing Address. The Association shall be known as "The Council of Unit Owners of The Crossing at Summit Pointe Land Condominium". The office and mailing address of the Association shall be P.O. Box 21542, Baltimore, Maryland 21282, or as otherwise determined from time to time by the Council of Unit Owners.

Section 2.3. Powers of the Association. Subject to the limitations set forth in the Declaration and these Bylaws, the Council of Unit Owners shall have those powers enumerated in

Section 11-109(d) of the Maryland Condominium Act, as the same may be amended from time to time.

Section 2.4. *Limited Powers of the Council of Unit Owners.* The Land Condominium has been established for the purpose of creating Land Units that can each be separately financed and conveyed and that can in total conform to the land use and zoning requirements for the underlying Property and to establish certain other rights and restrictions that are expressly provided for in the Declaration and these Bylaws. The Council of Unit Owners shall have only those powers enumerated in Section 11-109(d) of the Maryland Condominium Act that are reasonably necessary to effect the foregoing limited purpose of the Land Condominium or to effect such other matters that are expressly provided for in the Declaration and these Bylaws.

ARTICLE 3 **COUNCIL OF UNIT OWNERS**

Section 3.1. *Members.* The Council of Unit Owners shall have as its members all of the Unit Owners.

Section 3.2. *Meetings of the Council of Unit Owners.* Meetings of the Council of Unit Owners shall be held as required by the Maryland Condominium Act or as agreed upon by the Unit Owners. The Council of Unit Owners shall designate an Owner (through its designated representative) to act as the chairperson of each meeting and shall designate a records secretary to keep the minutes of the meeting and record any votes taken at the meeting. The records secretary may be, but shall not be required to be, a Unit Owner.

Section 3.3. *Notice of Meetings.* It shall be the duty of the secretary of the Association or other person designated by the Council of Unit Owners to provide notice of each meeting of the Council of Unit Owners at least ten (10) days, but not more than ninety (90) days, prior to such meeting, stating the purpose thereof as well as the time and place at which it is to be held. Meeting notices shall be mailed or personally delivered to the address of each Unit Owner of record as shown on the Association's roster of Unit Owners. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these Bylaws, the notice of meeting shall be mailed or personally delivered at least thirty (30) days prior to such meeting. The mailing of a meeting notice in the manner provided in this Section shall be considered service of notice as of the date of such mailing. A meeting notice that is personally delivered shall be deemed received as of the date of such delivery or refusal of delivery. Service of notice shall be proven by affidavit of the person serving such notice. Attendance by a Unit Owner at a meeting of the Council of Unit Owners in person or by proxy shall constitute waiver of notice of the time, place, and purposes of such meeting.

Section 3.4. *Voting.* Each Owner shall be entitled to cast the votes appurtenant to that Owner's Unit at all meetings of the Council of Unit Owners. Such voting interest is set forth on Exhibit "C" to the Declaration.

Section 3.5. *Majority of Owners.* As used in these Bylaws, the term "Majority of Owners" shall mean those Owners having more than fifty percent (50%) of the total voting

interests of the Land Units (other than any Land Unit conveyed or intended to be conveyed to the HOA).

Section 3.6. Quorum. The presence in person or by proxy of Owners having at least fifty percent (50%) of the total authorized votes of all Owners constitutes a quorum at all meetings of the Council of Unit Owners.

Section 3.7. Majority Vote. The vote of a Majority of Owners shall be binding upon all Owners for all purposes except to the extent the Declaration, the Maryland Condominium Act, or these Bylaws otherwise expressly require a higher percentage vote.

Section 3.8. Action Without Meeting. Any action by the Council of Unit Owners required or permitted to be taken at any meeting may be taken without a meeting if all the Owners shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Association.

Section 3.9. Liability of the Council of Unit Owners; Defense of Claims.

(a) Members of the Council of Unit Owners acting on behalf of the Association and Officers shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or gross negligence.

(b) No member of the Council of Unit Owners acting on behalf of the Association nor any Officer shall be liable for injury or damage to persons or property from any cause whatsoever unless in each such instance such injury or damage has been caused by such member's or Officer's own willful misconduct or gross negligence.

(c) Members of the Council of Unit Owners acting on behalf of the Association and Officers shall have no personal liability in contract to an Owner or any other person or entity under any agreement, check, contract, deed, lease, Mortgage, instrument, or transaction entered into by them on behalf of the Association in the performance of their official duties.

(d) Members of the Council of Unit Owners acting on behalf of the Association and Officers shall have no personal liability in tort to an Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for such member's or Officer's own willful misconduct or gross negligence in the performance of their duties.

(e) Complaints brought against the Association, members of the Council of Unit Owners, Officers, or employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Council of Unit Owners, which shall promptly give written notice thereof to the Owners and such complaints shall be defended by the Association. The Owners and their respective Mortgagees shall have no right to participate in such defense other than through the Council of Unit Owners, unless such Owner or Mortgagee is named as a defendant in such action. Complaints against one or more but less than all Owners shall be defended by such Owners themselves and, if the complaint relates to the Condominium, such Owners shall promptly give written notice of the institution of any such suit to the Council of Unit Owners.

Section 3.10. Common or Interested Members of the Council of Unit Owners. Members of the Council of Unit Owners acting on behalf of the Association shall exercise their powers and duties in good faith and with a view to the interests of the Association and consistent with the purposes set forth in the Declaration. No contract or other transaction between the Association and one or more of its members on the Council of Unit Owners, or between the Association and any corporation, firm, entity, or association in which one or more of the members of the Council of Unit Owners are directors or officers or are financially or otherwise interested, shall be either void or voidable because such member or members are present at the meeting of the Council of Unit Owners which authorizes or approves the contract or transaction, or because their votes are counted for such purpose, if such action complies with the provisions of Section 2-419 of the Corporations and Associations Article of the Annotated Code of Maryland (2019), as amended, or its successor statute.

ARTICLE 4 **OFFICERS**

Section 4.1. Appointment of Officers. The Council of Unit Owners shall appoint such Officers of the Association as may be required by the Maryland Condominium Act, in accordance with Section 3.2 of these Bylaws, or as otherwise may be deemed necessary by the Council of Unit Owners.

Section 4.2. Compensation of Officers. No Officer shall receive any compensation from the Association for acting as such; provided, however, that Officers may be reimbursed for sums which they may reasonably expend on behalf of the Association, provided that such expenses are approved by the Council of Unit Owners.

ARTICLE 5 **CONDOMINIUM ASSESSMENTS/INSURANCE**

There shall be no Common Expenses or other assessments imposed by the Council of Unit Owners.

ARTICLE 6 **USE COVENANTS**

Section 6.1. Restrictions on Use of Land Units. Except as specifically provided in the Declaration and these Bylaws, no Unit shall be used for any purposes other than in accordance with the development plan for the Condominium. Without limiting the generality of the foregoing restriction, all Units shall be subject to the following:

(a) No Unit shall be used for purposes not permitted by applicable zoning laws, rules or regulations.

(b) No improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction over any Land Unit shall be complied with, by and at the sole expense of the Owner of such Land Unit.

(c) In using the Units and Common Elements of the Condominium all Owners and their respective guests, lessees, and invitees shall comply with all applicable laws, including, but not limited to, zoning and other governmental regulations.

ARTICLE 7
NO SEVERANCE OF OWNERSHIP

Except as may be provided in the Maryland Condominium Act, no Owner shall execute any Mortgage, bring an action in partition, or otherwise convey or encumber its Unit without including therein the appurtenant Common Elements, it being the intention of this Article 8 to prevent any severance of such combined ownership. Any Mortgage or instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant Common Elements of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant Common Elements of all Units.

ARTICLE 8
CONDEMNATION PROCEEDS

In the event of a taking in condemnation, or by purchase in lieu thereof, of a Unit or any part of a Unit and any Common Elements above or below such Unit or portion thereof, all proceeds for such taking or purchase in lieu shall be distributed to the Owner of the Land Unit that is the subject of such taking or purchase in lieu thereof; provided, however, Owners shall have the right to pursue separate claims for any easement rights granted pursuant to the Declaration.

ARTICLE 9
MISCELLANEOUS

Section 9.1. Notices. Except as otherwise provided herein, notices under these Bylaws shall be given in accordance with Section 10.7. of the Declaration.

Section 9.2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

Section 9.3. Captions. The captions and section headings in these Bylaws are included only for convenient reference, and in no way define, limit, or describe the scope or intent of these Bylaws.

Section 9.4. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 9.5. Amendments to Bylaws. Except as otherwise provided herein or in the Declaration, these Bylaws may be modified or amended in accordance with Section 11-104(e) of the Maryland Condominium Act and with the prior written consent of NVR as long as NVR is the Owner or contract purchaser of a Land Unit (as such term is defined in the Declaration); provided,

however, the NVR consent shall not be unreasonably withheld, delayed or conditioned unless the amendment at issue involves a change in any monetary obligation of NVR or voting rights in the Association (in which event, the NVR consent may be withheld in NVR's discretion), and with the prior written consent of the Condominium Developer for so long as Condominium Developer has any interest in the Property.

Section 9.6. Conflicts. In case any part of these Bylaws conflicts with the Maryland Condominium Act or the Declaration, the provisions of the Maryland Condominium Act and Declaration, as the case may be, shall control.

END OF BYLAWS

EXHIBIT "C"**Schedule of Percentage Interests and Votes**

The Percentage Interests in the Common Elements, Common Expenses and Votes appurtenant to each Land Unit are as follows:

<u>Unit Designation</u>	<u>Percentage Interests</u>	<u>Votes</u>
Condo Land Unit 1	10%	10
Condo Land Unit 2	10%	10
Condo Land Unit 3	10%	10
Condo Land Unit 4	10%	10
Condo Land Unit 5	10%	10
Condo Land Unit 6	10%	10
Condo Land Unit 7	10%	10
Condo Land Unit 8	10%	10
Condo Land Unit 9	10%	10
Condo Land Unit 10	10%	10
HOA Land Unit A	0%	0
HOA Land Unit B	0%	0
HOA Land Unit C	0%	0
HOA Land Unit D	0%	0
HOA Land Unit E	0%	0
HOA Land Unit F	0%	0
 TOTAL	 100%	 100

AFTER RECORDATION, PLEASE RETURN TO:



RACHEL M. HESS, ESQ.
CarneyKelehan, LLP
10715 Charter Drive, Suite 200
Columbia, Maryland 21046

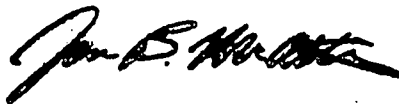
HOA Name : THE CROSSING AT
SUMMIT POINTE LLC
Ref :
HOA Recording Fee Fee Amount :
\$20.00
HOA Surcharge : \$40.00
Total Amount : \$60.00
Transaction Amount : \$115.00
04/10/2026 01:07:02 PM - 199
0410262203001006
WICO-22-CLILR

DOCUMENT VALIDATION

James B McAllister, Clerk
Circuit Court for Wicomico County
101 North Division Street
PO Box 198
Salisbury, MD 21803-0198
(410) 543-6551

APR 10 2026

Received for Record _____
and Recorded in the Land Records of
Wicomico County, Maryland



Clerk



Infrastructure and Development Staff Report

September 10, 2026

I. BACKGROUND INFORMATION:

Project Name: Ollie's Bargain Outlet
Applicant/Owner: Lakeside Sign company for Ollie's
Infrastructure and Development Case No. 23-027
Nature of Request: Sign Plan
Location of Property: M: 0110 G: 0009 P: 4482
Existing Zoning: RC

II. SUMMARY OF REQUEST:

A sign plan has been submitted by YESCO in order to install a sign at Ollie's Bargain Outlet on 258 Tilghman Road.

III. DISCUSSION:

The proposed sign plan for Ollie's Bargain Outlet is compliant with the 2 square foot per linear foot of width of the sign. The sign is above the 100 square foot maximum for signs in the regional commercial district. However, when looking through the previous records, it was found that previously, a sign that was approximately 264 sq. ft. was approved for the same building and for the same store.

IV. SIGN PLAN

1. Wall sign.

- Sign Area: 121.50" x 308" = ~259.875 sq. ft.
- Structure Dimensions: 200" max height, 400" total width.
- Materials:
 - Structure: Channel letter and capsule returns are black pre-coated aluminum, retainers for letters and capsule sign are black.
 - Sign: SW #7513 Sanderling wall paint with 3M/Gerber opaque vinyl capsule background, translucent polycarbonate white LED illuminated for the capsule lettering and main lettering outline, and translucent acrylic #2793 Red LED illuminated lettering for the main lettering.



V. PLANNING CONCERNS

All planning concerns have been addressed with the applicant.

VI. RECOMMENDATION

As the previous sign for this building that was 264 sq. ft. was approved, staff recommends approval of this sign plan as submitted.



CODE NOTE:
BUSINESS SIGNS SHALL NOT EXCEED
3 SQ. FT. PER LINEAR FT. OF STREET
FRONTAGE.

Color Notes:

Ollie's Letter Faces:

 Translucent Acrylic
#2793 Red.
Red LED illuminated

Capsule Face:

 Translucent Polycarb
White.
White LED illuminated

Channel Letter, &
Capsule returns are
Black pre-coated Aluminum.
Retainers for letters
& capsule sign are Black.

Ollie's lettering outline, & Capsule background:

 3M / Gerber Opaque Vinyl
#220-22

Wall Paint:

 SW #7513 Sanderling



EXISTING



PROPOSED

SW #7513 Sanderling area is Approx. 200" high. Width is 400".



407 N. Pilot Knob Rd.
Denver, NC 28037
(727) 669-6877
www.lakesideps.com

Revisions:

R1: Revised wall color 11-4 JM

R2 7/24/26 : Rescale overall size to meet 260s/f

SHEET
1

PM: T.B.

Drawn By: R.M.

Date: OCTOBER 24, 2025

Store #: 0036

Address: 258 TILGHMAN RD.

City, State: SALISBURY, MD



Infrastructure and Development Staff Report

September 10, 2026

I. SUMMARY OF REQUEST:

Planning staff are recommending a text amendment to the City of Salisbury Zoning Code, specifically the following chapters and sections:

- 17.04.120 Definitions

The proposed amendment is summarized below:

- Add the following terms/definitions:

“Data Processing and Computer Center” is defined as an on-premise room which houses computer systems, computer storage equipment, and associated infrastructure that a single business, school or organization uses to organize, process, store, and disseminate large amounts of data in furtherance of the entity’s purpose”

II. PROCEDURE:

The City of Salisbury Code Chapter 17.228.020A requires all text amendments to be referred to the Salisbury Planning Commission for review and recommendation to the City Council.

III. PLANNING & ZONING ANALYSIS:

The staff of the Department of Infrastructure and Development for the City of Salisbury were asked to review and recommend amendments to the Zoning Code with regards to Data Centers, specifically Section 17.04.120 – Definitions. It came to the Staff’s attention that “data processing and computer center” was an undefined term within the Zoning Code. Although the original intent of this term predates modern day data centers, the lack of a definition for this term could permit data centers within the Light Industrial District, which is the only zoning district in the City where this use is allowed, as a permitted use.

Over the past few months, the Staff of the Department of Infrastructure and Development have been working to correct this. Last month the Planning Commission and DID Staff workshopped possible definitions and reached a consensus. The agreed upon decision was to use the Wicomico County definition that they have to define server rooms within their data center moratorium.



ATTACHMENT 2 – Proposed Amendments

17.04.120 Definitions

"Data Processing and Computer Center" is defined as an on-premise room which houses computer systems, computer storage equipment, and associated infrastructure that a single business, school or organization uses to organize, process, store, and disseminate large amounts of data in furtherance of the entity's purpose"

**SALISBURY PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT**

In accordance with the provisions of Section 17.228, Amendments and Rezoning, of the Salisbury Municipal Code, the City of Salisbury proposes to amend the text of Title 17, Zoning, Chapter 17.04.120., entitled “Definitions” to add a new definition for “data processing and computer center.”

A PUBLIC HEARING WILL BE HELD ON

Thursday, September 10, 2026, at 4:00 P.M. in the Council Chambers, Room 301, of the Government Office Building, 125 North Division Street, Salisbury, Maryland to hear opponents and proponents, if there be any.

Subsequent to the consideration of this proposal by the Salisbury Planning and Zoning Commission, a recommendation will be made to the Salisbury City Council for its consideration at a Public Hearing.

The Commission reserves the right to close a part of this meeting in accordance with the Annotated Code of Maryland, General Provisions, section 3-305(b).

(FOR FURTHER INFORMATION CALL 410-548-3170)

Gary Pusey, City Planner

Publication Dates: August 27, 2026
 September 3, 2026

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING SECTION 17.04.120, OF THE SALISBURY CITY CODE TO INCLUDE A DEFINITION FOR DATA PROCESSING AND COMPUTER CENTER.

WHEREAS, the ongoing application, administration and enforcement of Title 17 (Zoning) of the City of Salisbury Municipal Code (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to keep the provisions of Title 17 current, comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, the Mayor and Council may amend Title 17 (Zoning) of the Salisbury City Code pursuant to the authority granted by MD Code, Land Use, § 4-102, subject to the provisions set forth in Section 17.228.020;

WHEREAS, despite being a permitted use in the Light Industrial District, the term “data processing and computer center” is not defined in the City’s Zoning Code;

WHEREAS, the original intent of the term “data processing and computer center” predates modern data centers;

WHEREAS, if left undefined, the lack of definition for the term “data processing and computer center” could give rise to a question about whether modern-day data centers are permitted within the Light Industrial District;

WHEREAS, the staff of the Department of Infrastructure and Development recommends amending the Zoning Code to define “data processing and computer center” in order to avoid future confusion;

WHEREAS, because “computer center” is also undefined under the City Zoning Code, an additional amendment is needed to ensure “computer center” is incorporated into the definition of “data processing and computer centers”;

WHEREAS, pursuant to Section 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code requires the recommendation of the Salisbury Planning and Zoning Commission (the “Planning Commission”) prior to the passage of an ordinance amending Section 17.04.120;

WHEREAS, at the conclusion of its _____, 2026 meeting, the Planning Commission recommended that the amendments to Sections 17.04.120 of the Salisbury City Code set forth herein be approved by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined that the amendments to Section 17.04.120 of the Salisbury City Code shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Title 17 of the Salisbury City Code is hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows:

Section 1. Section 17.04.120 of the Salisbury City Code, entitled “Definitions” shall be amended as follows:

Chapter 17.04.120 Definitions

“Computer Center” shall mean a “Data Processing and Computer Center” as defined herein.

...
...
...

“Data Processing and Computer Center” is defined as an on-premise room which houses computer systems, computer storage equipment, and associated infrastructure that a single business, school or organization uses to organize, process, store, and disseminate large amounts of data in furtherance of the entity’s purpose”

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

Section 5. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the _____ day of _____, 2026 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the _____ day of _____, 2026.

ATTEST:

Julie A. English, City Clerk

April R. Jackson, City Council President

Approved by me, this _____ day of _____, 2026.

Randolph J. Taylor, Mayor



Infrastructure and Development Staff Report

September 10, 2026

I. SUMMARY OF REQUEST

Citizens have voiced concerns about rapid growth of vape shops that have opened in the city, especially their proximity to schools. In response to public concerns, the Department of Infrastructure and Development is proposing a text amendment to Chapter 17, the Zoning Code, to regulate Vape shops within City limit.

The proposed text amendment includes adding:

- **17.167.010 – Definition**
- **17.167.020 – Purpose**
- **17.167.030 – Permit Required**
- **17.167.040 – Location Restrictions**
- **17.167.050 - Nonconforming uses**
- **17.167.060 – Variance**
- **17.167.070 - Exterior portions of Vape Shop businesses**
- **17.167.080 – Violations and Penalties**

The text amendment is modelled after Chapter 17.166 Adult Entertainment Uses and Standards and has been revised per input from work session on July 9th and public hearing on Aug 13th.

II. CODE REQUIREMENTS:

In accordance with the requirements of Section 17.228 of the Salisbury Municipal Code, the Planning Commission shall forward a recommendation within six (6) months the City Council. In accordance with the Salisbury Zoning Code the City Council shall also hold a public hearing before granting final approval to code text amendments.

III. PLANNING AND ZONING ANALYSIS:

A. No regulations or permitting body for specific Vape Shop Vendor or/and Vape Shop Retailer in State or County as of today.

1. The Maryland Alcohol, Tobacco, and Cannabis Commission (Maryland ATCC) provides regulatory, licensing, trade practices, and oversight of Maryland's alcohol and tobacco industries. As of today, the agency accepts and reviews "General Tobacco License and Form" via <https://onestop.md.gov/>.



City of Salisbury

The application indicates that to operate legally within Maryland's tobacco Industry, businesses must obtain the appropriate licenses and permits. This form can be used to apply for different types of Tobacco Licenses including electronic smoking devices (ESD) license applications such as Manufacturer, Wholesaler Distributor, and Wholesaler Importer. However, **the scope does not include Vape Shop Vendor or Retailer.**

B. Other local government actions

1. Cecil County in Maryland requires and issues ["Vape Shop Vendor" Licenses.](#)
 - a. Vape Shop Vendor / Electronic Nicotine Delivery Systems (ENDS) Retailer Licenses
Effective October 1, 2017, any person or business selling Electronic Nicotine Delivery Systems or is a Vape Shop Vendor must obtain a specific license for same.
2. Baltimore County in Maryland ([Bill No. 16-14](#))
Mechanism: Amends the City Zoning Code to define "Smoke or Vape Shops" as a distinct land-use classification. It prohibits new vape/smoke shops from locating within 750 feet of any school, park, recreation center, or library.
3. City of Liberty Hill in Texas passed an ordinance ([2025-O-020](#)) for Vape Shops Business Regulations
 - a. Liberty Hill, Texas, Ordinance No. 2025-O-020, which establishes strict business regulations for vape shops and cannabis-related establishments. It prohibits these businesses from operating within 1,000 feet of "sensitive areas" such as schools, parks, childcare centers, and residential zones as well as within 1,000 feet of other vape shops. Additionally, the ordinance bans outdoor vape advertising within those 1,000-foot buffer zones, sets operational hours, and implements a \$500 daily fine for violations.
4. Middletown Township, NJ — Ordinance [#2023-3380](#) & Update [#2024-3443](#)
 - a. bans all new smoke and vape shops in Middletown Township while requiring pre-existing shops and retailers selling electronic smoking devices to obtain an annual license and adhere to strict operational regulations.
5. City of York, PA — Ordinance 2026-[Bill8.pdf](#)
 - a. Restricts new vape/smoke shops to specific industrial/employment zones under Special Exception approval. Includes a 500-foot setback buffer from schools, churches, daycares, libraries, public parks, and other vape outlets.
6. Prince George's County, MD – Zoning Ordinance ([CB-092-2021](#) / Subtitle 27)
 - a. Established specific definitions and Special Exception conditional-use standards for vape shops. Limits proximity near residential zones, schools, and existing vape shop vendors.



City of Salisbury

Attachment 1 – List of Vape Shops

(Per Google Map, May 2026)

Total 13 stores

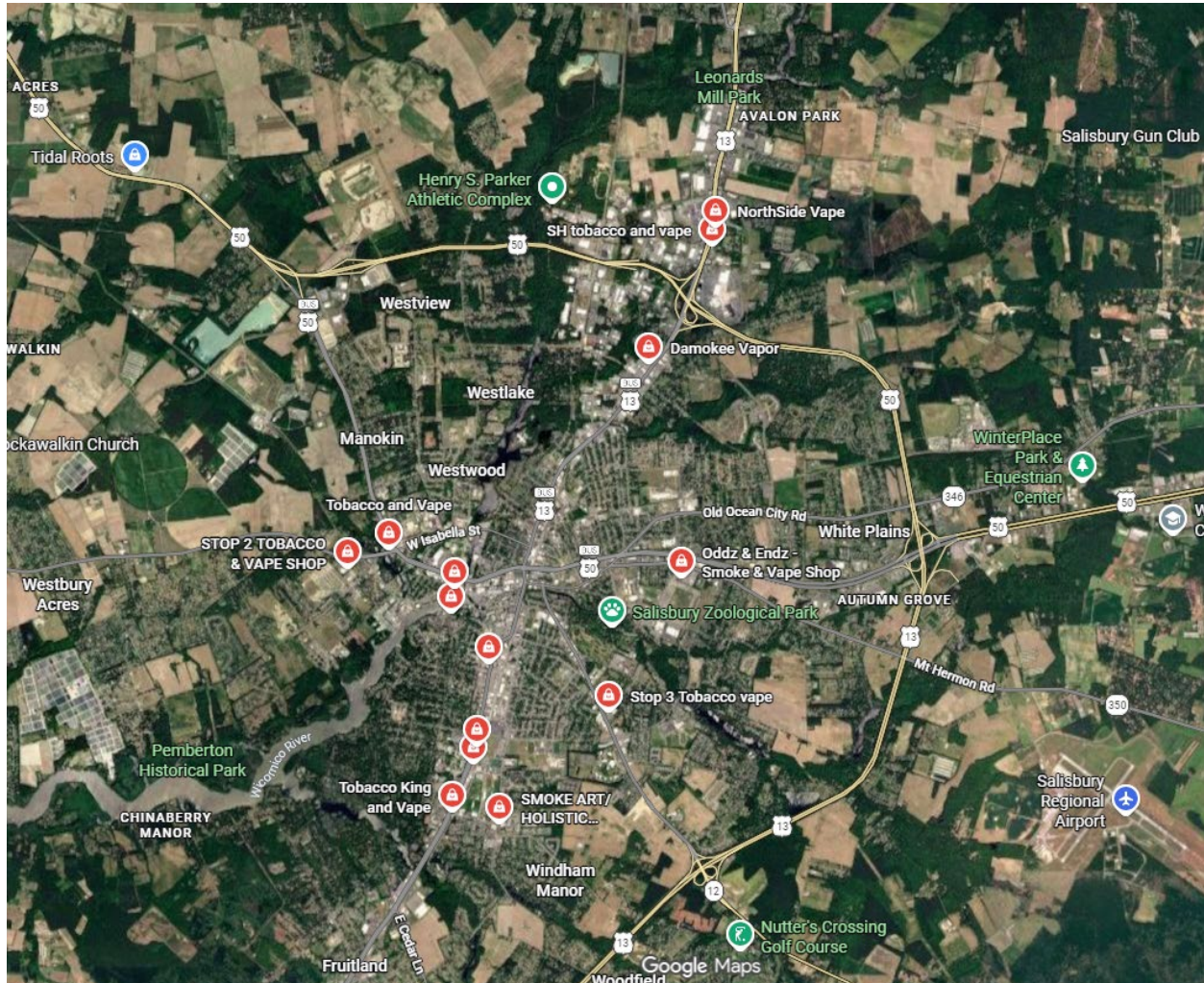
Store Name	Address
Tobacco and Vape	1019 W Isabella St, Salisbury, MD 21801
STOP 2 TOBACCO & VAPE SHOP	1210 Nanticoke Rd, Salisbury, MD 21801
Downtown Vapes	501 W Main St ste c, Salisbury, MD 21801
Stop 3 Tobacco vape	815 Snow Hill Rd unit D, Salisbury, MD 21804
Oddz & Endz - Smoke & Vape Shop	313 Civic Ave, Salisbury, MD 21804
NorthSide Vape	2505 N Salisbury Blvd, Salisbury, MD 21801
Tobacco and Vape	726 S Salisbury Blvd C, Salisbury, MD 21801
Tobacco King and Vape	1411 S Salisbury Blvd, Salisbury, MD 21801
Damokee Vapor	1121B S Salisbury Blvd, Salisbury, MD 21801
SH tobacco and vape	2417 N Salisbury Blvd, Salisbury, MD 21801
SMOKE ART/HOLISTIC HERBAL APOTHECARY	1305 S Division St Unit 14, Salisbury, MD 21804
Skyline Tobacco & Vape	543 Riverside Dr # B, Salisbury, MD 21801
YAYA Tobacco & vape	1147 S Salisbury Blvd Unit 3, Salisbury, MD 21801



City of Salisbury

Attachment 2 – Map of the List of Vape Shops

(Per Google Map, May 2026)





City of Salisbury

Attachment 3 – Maryland OneStop: General Tobacco License Form

last revised 04/29/26 at 12:33 pm

General Tobacco License Form

General Tobacco License Form

To operate legally within Maryland's tobacco Industry, businesses must obtain the appropriate licenses and permits.

This form can be used to apply for different types of Tobacco Licenses as below:

Electronic smoking devices (esd) license application

1. Manufacturer # VM- \$25.00
2. Wholesaler Distributor # VW- \$150.00
3. Wholesaler Importer # VI- \$150.00

Cigarette and other tobacco products (otp) licenses application

- **Cigarette Licenses**

1. Wholesaler TW \$750
2. Subwholesaler TS \$500
3. Vending Machine Operator TV \$500
4. Manufacturer TM \$25
5. Storage Warehouse TP \$25

- **OTP Licenses**

1. OTP Wholesaler PW \$250
2. Licensed OTP Manufacturer PM \$25
3. OTP Storage Warehouse SW \$25

Remote tobacco seller license application

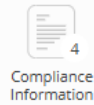
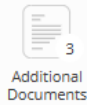
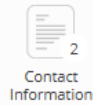
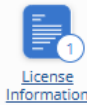
For any additional information, please view the [ATCC website](#) on General Tobacco License Registration. You may also contact ATCC Support at phone # 443-300-6990 or email us at atcc.info@maryland.gov



City of Salisbury

General Tobacco License Form

This form contains fields that may dynamically change the content of the page based on your input.



General Tobacco License Form

Please select the type of License you are applying for*

- ☒ Electronic Smoking Devices (ESD) License Application
- ☐ Cigarette And Other Tobacco Products (OTP) License Application
- ☐ Remote Tobacco Seller License Application

Disclaimer: If the applicant currently holds a Cigarette or Other Tobacco Products (OTP) Wholesale or Manufacturer License, the applicant is not required to apply for an Electronic Smoking Devices (ESDs) License.

Select the type of Electronic Smoking Devices (ESDs) License you are applying for*

- ☐ Manufacturer (VM) \$25
- ☒ Wholesaler Distributor (VW) \$150
- ☐ Wholesaler Importer (VI) \$150

Next

Discard

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING TITLE 17 OF THE SALISBURY CITY CODE, "ZONING," BY ADDING A NEW CHAPTER 17.167 ENTITLED "VAPE SHOP STANDARDS."

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code (the "**Salisbury City Code**") demonstrates a need for its periodic review, evaluation and amendment, in order to comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the "**City**"); and

WHEREAS, the Mayor and Council of the City of Salisbury (the "**Mayor and Council**") are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City; and

WHEREAS, the Mayor and Council may amend the Salisbury City Code pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter; and

WHEREAS, the Mayor and Council recognize the importance of protecting the public health, safety, and welfare through reasonable regulation of businesses that sell vape products, electronic smoking devices, and related merchandise; and

WHEREAS, the Mayor and Council find that amendments to Title 17 the Salisbury City Code establishing reasonable standards for vape shops are necessary and appropriate to promote the public health, safety, and welfare of the City; and

WHEREAS, the Mayor and Council desire to establish clear and uniform standards for vape shops in order to promote responsible business practices, protect minors, preserve neighborhood character, and reduce potential adverse impacts on surrounding properties and the community; and

WHEREAS, pursuant to Section 17.228.020 of the Salisbury City Code, any amendment to the Salisbury Zoning Code requires the recommendation of the Salisbury Planning and Zoning Commission (the "Planning Commission") prior to the passage of an ordinance amending Title 17; and

WHEREAS, at the conclusion of its _____, 2026 meeting, the Planning Commission recommended that the amendments set forth herein be approved by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined that the amendments to Title 17 of the Salisbury City Code set forth below shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Title 17 of the Salisbury City Code is hereby amended by adding the bolded and underlined language as follows:

Chapter 17.167 – VAPE SHOP STANDARDS

17.167.010 – Definitions.

In this chapter, the following terms have the following meanings:

A. "Vape Shop" means any store that primarily sells electronic smoking devices.

B. "Electronic smoking device" means any product, including one composed of a heating element, battery, or electronic circuit, that contains or delivers nicotine or

any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term "electronic smoking device" includes any such product, regardless of whether it is manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, vape pen, or by any other product name or descriptor.

17. 167.020 – Purpose.

The purpose of this chapter is to promote the health, safety, and general welfare of the citizens of the City of Salisbury through the establishment of reasonable and uniform regulations to prevent the deleterious location proliferation and concentration of Vape Shops within the City of Salisbury.

17. 167.030 – Permit Required.

A. Unless otherwise stated in this section, no Vape Shop may operate within the City of Salisbury unless and until said business has obtained a Vape Shop permit from the City in accordance with this chapter. Permits shall be renewed on an annual basis on or before March 1st of each year.

B. Permit applications shall be provided by the Department of Infrastructure and Development. The permit application shall include the street address of the proposed business, the names and addresses of all owners, as hereinafter described, and any other information deemed necessary by the Department of Infrastructure and Development.

1. If the permit applicant is a corporation, the applicant shall provide the names and residence addresses of all officers of the corporation, and names and residence addresses of all shareholders or members with an interest of ten percent or greater;

2. If the permit applicant is a partnership, the applicant shall provide the names and residence addresses of all partners with an interest of ten percent or greater;

3. If the permit applicant is any other form of unincorporated association or corporate entity, the applicant shall provide the names and residence addresses of all principals with an interest of ten percent or greater;

4. If the permit applicant is an individual person, the applicant shall provide the name and address of that individual person;

5. If none of the persons listed in subsections (B)(1) through (B)(4) hereinabove has an address in this state, the permit applicant also shall provide the name and address of a person who resides within the state and who is authorized to accept service of process on behalf of the applicant and who shall be designated as a responsible, local party or agent, both for purposes of notification in the event of an emergency affecting the public health, safety or welfare and as herein authorized and in connection herewith.

C. Each application for Vape Shop permit shall also include a certification by a licensed surveyor or licensed engineer certifying compliance with all location restrictions specified in 17.167.040.

D. Permit Fees. The fee for the permit required by this chapter shall be set forth from time to time by the City Council.

E. Processing of Vape Shop permit applications.

88 1. The Vape Shop permit shall be approved or denied in writing within ten
89 working days after the application is filed and determined to be complete, unless
90 additional time is needed to review structural issues unrelated to the use of the
91 Vape Shop business, in which case the generally applicable time period relating
92 to issuance of a building permit shall apply.

93 2. If the Vape Shop permit is not approved or denied within ten working days
94 after the application is filed and determined to be complete, unless additional time
95 is needed to review structural issues unrelated to the use of the Vape Shop
96 business, the application shall be deemed approved.

97 3. The denial of any permit application under this chapter may be appealed to
98 the Board of Appeals. The appeal shall be filed in writing within twenty-one (21)
99 days of the denial.

100 17. 167.040 – Location Restrictions.

101 A. A Vape Shop may not be operated within:

102 1. Five Hundred (500) feet of a church or place of religious assembly;

103 2. Five Hundred (500) feet of a public or private school, college or university;

104 3. Five Hundred (500) feet of a public park, as listed but not limited to 8.32.030 –
105 smoking prohibited in certain areas;

106 4. Five Hundred (500) feet of a day care center or hospital;

107 5. Five Hundred (500) feet of a residential zoning district, a residential use located
108 in any other zoning district or the residential component of a mixed-use project
109 in any zoning district; or

110 6. Five Hundred (500) feet of another Vape Shop.

111 B. A Vape Shop may not be operated in the same building, structure, or portion
112 thereof containing another Vape Shop.

113 C. For the purpose of this section, measurement shall be made in a straight line,
114 without regard to intervening structures or objects, from the nearest portion of the
115 building or structure where a Vape Shop is located, to the nearest property line of the
116 premises of a church or school, or to the nearest boundary of a public park, a
117 residential zoning district or component as further described in this section, or a child
118 day care center.

119 D. For purposes of this section, the distance between any two Vape Shops shall be
120 measured in a straight line, without regard to intervening structures or objects, from
121 the closest exterior wall of the structure in which each business is located.

122 17. 167.050 – Nonconforming uses.

123 A. Subsection A, B and C shall apply only to a Vape Shop in existence and lawfully
124 operating on the effective date of this Ordinance.

125 B. A Vape Shop lawfully in existence on the effective date of this Ordinance, but that,
126 as of that date, does not comply with one or more of the requirements set forth in
127 17.167.030, 17.167.040, 17.167.070, or any combination thereof, shall be deemed a
128 lawful nonconforming use and may continue to operate as such for a single period not
129 to exceed two (2) years from the effective date of this Ordinance. The continuation
130 period provided herein shall apply collectively to all nonconformities existing as of

131 the effective date of this Ordinance and shall not be extended, renewed, or restarted
132 based on the number, type, discovery, correction, recurrence, or creation of any
133 nonconformity. Upon expiration of the two-year period, the nonconforming Vape
134 Shop use shall cease, and any use of the property thereafter shall comply with Chapter
135 17.167. During said period, a nonconforming Vape Shop shall not be enlarged,
136 expanded, intensified, relocated on the same lot, reestablished after abandonment or
137 discontinuance, or changed to another nonconforming use.

138 C. If two or more Vape Shops are located within five hundred (500) feet of one another
139 and are otherwise located in permissible locations, the Vape Shop first established
140 and continuously operated at its particular location shall be deemed the conforming
141 use for purposes of the spacing requirement, and any later-established Vape Shop
142 shall be deemed nonconforming.

143 D. A Vape Shop is not rendered nonconforming by the later establishment of any of
144 the uses set forth in Section 17.176.040.A.

145 17. 167.060 – Variance.

146 A. Applicability. The Board of Appeals may authorize variances to the provisions of
147 Section 17.176.040 of this chapter in accordance with the criteria set forth in
148 subsection B of this section. The granting of a variance does not exempt the applicant
149 from any provisions of this section other than modifying the locational restrictions set
150 forth in Section 17.176.040.

151 B. Decision-making Criteria, Variances for Vape Shop Businesses. The board may
152 authorize a variance only upon specific findings that:

153 1. A sufficient physical barrier separates the Vape Shop from any of the protected
154 uses set forth in Section 17.176.040, so as to substantially fulfill the purpose of the
155 distance requirement. Such physical barriers may include, but are not limited to,
156 limited access streets or highways, walls, and natural or man-made waterways;

157 2. The strict application of the provisions of these regulations will create an undue
158 hardship unique to the applicant for a particular location; and

159 3. All other applicable provisions of this chapter will be observed.

160 17. 167.070 – Exterior portions of Vape Shop businesses.

161 A. An owner or operator of a Vape Shop shall not allow the merchandise or activities
162 of the establishment to be visible from a point outside the establishment.

163 B. An owner or operator of a Vape Shop shall not allow ~~flashing lights, drawings or~~
164 ~~photographs, the exterior portion of premises to have flashing lights, or any drawing,~~
165 ~~photograph, phrase or other matter considered attractive to children and young~~
166 ~~adults.~~

167 C. An owner or operator of a Vape Shop shall not allow exterior portions of the
168 establishment to be painted any color other than a single achromatic color. This
169 provision shall not apply to a Vape Shop if the following conditions are met:

170 1. The establishment is a part of a commercial multi-unit center; and barriers
171 may include, but are not limited to, limited access streets or highways, walls, and
172 natural or man-made waterways;

173 2. The exterior portions of each individual unit in the commercial multi-unit
174 center, including the exterior portions of the business, are painted the same color

as one another or are painted in such a way as to be a component of the overall architectural style or pattern of the commercial multi-unit center.

D. Nothing in this section shall be construed to require the painting of an otherwise unpainted exterior portion of a Vape Shop.

E. Notwithstanding any other city ordinance, code or regulation, to the contrary, no person may erect, construct or maintain for any Vape Shop any sign containing any drawing, photograph, phrase or other matter considered attractive to children and young adults.

17.167.080 – Violations—Penalties.

A. Any person found in violation of the provisions of this chapter shall be guilty of a municipal infraction and shall be subject to a fine in accordance with Chapter 17.04.100. ~~not to exceed five hundred dollars (\$500.00) per violation.~~ Each day a violation remains uncorrected is a separate violation subject to an additional citation and fine.

B. Any Vape Shop at, in, or on which violations of this Chapter occur on five (5) separate days within any twelve (12) month period shall be deemed to be a public nuisance and the permit of said Vape Shop may be revoked by the department of infrastructure and development.

17.167.090 – Inspection of premises.

A. After the City receives a complaint about a business alleged to be in violation of the code regarding Vape Shop, the City may inspect the place of business and financial records of such business. Inspections may also be initiated as a result of the observations of city inspectors or as a result of a routine audit.

B. The inspection shall occur after notice has been furnished to the owner and occupants of the place of business.

C. The notice shall be sent by mail or by affixing the notice to the place of business in a conspicuous location. If the city's inspector shall be denied access to the financial records or place of business or any part thereof that is appropriate for inspection, the inspector may obtain an administrative search warrant to gain access.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

Section 5. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on this ____ day of _____, 2026 and thereafter, a statement of the substance

of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of _____, 2026.

ATTEST:

Julie English, City Clerk

April R. Jackson, City Council President

Approved by me, this ____ day of _____, 2026.

Randolph J. Taylor, Mayor