CONSTRUCTION AND PROPERTY MAINTENANCE CODE BOARD OF APPEALS AGENDA

JULY 10, 2017 - 10:00 A.M.

DOVER PUBLIC LIBRARY - MEETING ROOM B
15 LOOCKERMAN PLAZA
DOVER, DELAWARE

REVISED 06/29/2017 TO CHANGE THE LOCATION OF THE MEETING

PUBLIC COMMENTS ARE WELCOMED ON ANY ITEM AND WILL BE PERMITTED AT APPROPRIATE TIMES. WHEN POSSIBLE, PLEASE NOTIFY THE CITY CLERK (736-7008 OR E-MAIL AT CITYCLERK@DOVER.DE.US) SHOULD YOU WISH TO BE RECOGNIZED.

AGENDA ADDITIONS/DELETIONS

1. **ELECTION OF CHAIR**

2. **PROPERTY MAINTENANCE CODE CITATION (VACANT BUILDING) - APPEAL OF DECISION (VACANT BUILDING REGISTRATION AND REGISTRATION FEE) - 1194 DEATS DRIVE, UNIT #2 *(CREEKSTONE CONSTRUCTION, LLC)***

3. **ADJOURNMENT**

/JS
S:\AGENDAS-MINUTES-PACKETS-PRESENTATIONS-ATT&EXH\MISC-AGENDAS\CONSTRUCTION AND PROPERTY MAINTENANCE CODE BOARD OF APPEALS\07-10-2017 REVISED AGENDA.WPD

THE AGENDA ITEMS AS LISTED MAY NOT BE CONSIDERED IN SEQUENCE. PURSUANT TO 29 DEL. C. §10004(E)(2), THIS AGENDA IS SUBJECT TO CHANGE TO INCLUDE THE ADDITION OR THE DELETION OF ITEMS, INCLUDING EXECUTIVE SESSIONS, WHICH ARISE AT THE TIME OF THE MEETING.

City of Dover

June 21, 2017

Mr. Joseph M. Petrosky
Creekstone Construction, LLC
1052 South Governors Avenue, Suite 102
Dover, DE 19904

Re: Appeal of Decision - Vacant Building Registration and Fee - 1194 Deats Drive, Unit #2
Case #: 12-00001118

Mr. Petrosky:

I have received your request to appeal the decision of the Building Inspector to register your property as vacant in accordance with Chapter 22 - Buildings and Building Regulations, Article XII - Vacant Buildings.

A meeting of the Construction and Property Maintenance Code Board of Appeals has been scheduled for Monday, July 10, 2017 at 10:00 a.m. in the City Hall Conference Room, 15 Loockerman Plaza, Dover, DE 19901 to hear your appeal.

Please feel free to contact me by e-mail at cityclerk@dover.de.us or by phone at (302) 736-7008 if you have any questions or concerns.

Sincerely,

Traci A. McDowell

Traci A. McDowell, MMC
City Clerk

TAM/js
S:\APPEALS\2017\1194 Deats Drive, Unit #2 - Vacant Building Registration and Fee\Receipt of Appeal and Hearing Notification wpd

cc: Dave Hugg, Acting Director of Planning and Community Development
Donna Mitchell, Acting City Manager
Nicholas Rodriguez, City Solicitor
William Pepper, Deputy City Solicitor

Creekstone Construction, LLC
1052 S Governors Ave., Suite 102
Dover, Delaware 19904
tel: 302.678.3276
jmp@cpcommercial.com

June 15, 2017

HAND DELIVERED

RECEIVED
JUN 15 2017
OFFICE OF THE CITY CLERK

City of Dover
Division of Code Enforcement
15 Loockerman Plaza
Dover, De 19901

RE: Creek Stone Condominiums
1194 Deat's Drive, Unit #2
Dover, De 19904
Case # 12-00001118

Dear Sir or Madam:

By this letter I am filing an official appeal of the vacant building penalty as per letter dated May 23, 2017.

The building that Unit #2 is a part of is not vacant, Unit #1 is occupied, the building is a two-unit condominium, which shares the same foundation, exterior walls and roof. Although each condominium unit has its own tax bill they are held in condominium ownership on one parcel of land. The building is one building constructed and insured as one building in condominium ownership. I do not believe this property meets the intent of the "Vacant Building" ordinance.

In addition this property was new construction and has been on the market the last 5 +/- years, it is being marketed by a leading residential broker and we have reduced the price multiple times. It is obviously in our best interest to sell this unit its just that we have not been able to. Again I do not believe this situation meets the intent of the "Vacant Building" ordinance.

Over the past several years when I as instructed to register this unit I asked for this clarification of "Vacant" versus "Abandoned and Neglected" property I was told not to worry just file the exemption so I never pursued this clarification. Now I am being charged a $5,000.00 penalty.

To me penalizing a small business person for not being able to sell its product is wrong, I understand the need for enforcement of abandoned and neglected properties but that is not the case for this building, it is occupied and maintained.

Please advise on appeal procedures.

Sincerely,

Joseph M. Petrosky

DOVER, DE CODE OF ORDINANCES

CHAPTER 22 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

Sec. 22-1. - Construction and property maintenance code board of appeals.

(a) *Established; composition; appointment.* There shall be a committee to be referred to as the "construction and property maintenance code board of appeals," consisting of five members. The council president shall appoint three elected city officials and the mayor shall appoint one city resident generally selected as a representative of homeowners and one representative of the local real estate industry association. Members shall serve one-year terms unless sooner removed. All appointments are subject to confirmation by the city council at its second regular meeting in May. The construction and property maintenance code board of appeals shall elect one of its members as chairperson.

(b) *Appeals* . Whenever any person is aggrieved by a decision of the building inspector with respect to the provision of this chapter, it is the right of that person to appeal to the construction and property maintenance code board of appeals. Such appeal must be filed, in writing, within 30 days after the determination by the building inspector.

(c) *Notice; hearing* . Upon receipt of such an appeal, the construction and property maintenance code board of appeals shall set a time and place in not less than ten, nor more than 30 days for the purpose of hearing the appeal. Notice of the time and place of the hearing of the appeal shall be given to all parties, at which time they may appear and be heard. The determination by the construction and property maintenance code board of appeals shall be final in all cases.

(Code 1981, § 5-3; Ord. of 4-25-1994; Ord. No. 2016-19 , 8-22-2016)

Sec. 22-2. - Housing authority created; purpose.

Created; purpose. There shall be a housing authority as provided in 31 Del. C.

(Ord. of 4-10-2006(1))

Secs. 22-3—22-30. - Reserved.

DOVER, DE CODE OF ORDINANCES

CHAPTER 22 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE VII. - PROPERTY MAINTENANCE CODE[4]

Footnotes:

--- (**4**) ---

Charter reference— Power of city to regulate buildings, subpart A, §§ 20, 22.

Sec. 22-221. - Adopted.

(a) A certain document, three copies of which are on file in the licensing and permitting office of the city, being marked and designated as "The International Property Maintenance Code, 2009" as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Dover, in the State of Delaware; for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the following additions, insertions, deletions and changes:

Section 101.1 Title. Insert "City of Dover, DE" in place of "[NAME OF JURISDICTION]"

SECTION 111 MEANS OF APPEAL See Chapter 22 - Buildings and Building Regulations, Article I - In General, Sec. 22-1 Construction and property maintenance code board of appeals.

Section 304.14 Insect screens. Insert "March 1st to November 30th" in place of "[date] to [date]".

Section 602.3 Heat supply. Insert "September 15th to May 1st" in place of "[date] to [date]".

Section 602.4. Occupiable work spaces. Insert "September 15th to May 1st" in place of "[date] to [date]".

(b) It shall be unlawful for any person to violate any of the provisions of the publication adopted in subsection (a).

(Code 1981, § 10-1; Ord. of 7-10-1989; Ord. of 4-25-1994; Ord. of 1-27-1997; Ord. of 3-13-2000; Ord. of 4-11-2005(7); Ord. of 4-14-2008; Ord. No. 2010-02, 5-10-2010; Ord. No. 2016-19 , 8-22-2016)

Sec. 22-222. - Definitions.

(a) Whenever the word "municipality" or "city" is used in the publication adopted by this article, it shall be construed to mean the City of Dover, Delaware.

(b) Whenever the term "corporation counsel" or "city attorney" is used in the publication adopted by this article, it shall mean the city solicitor.

(c) Whenever, in the publication adopted by reference in this article, a term is used which is also defined in the city's zoning ordinance as set forth in appendix B to this Code, such term shall have the meaning provided in such appendix B.

(Code 1981, § 10-2; Ord. of 7-10-1989)

Sec. 22-223. - Conflicting provisions.

In the event of any conflict between the provisions of the code adopted by this article and applicable provisions of state law, this Code or any other ordinance, rule or regulation, the provisions of state law, this Code or such other ordinance, rule or regulation shall prevail and be controlling.

(Code 1981, § 10-3; Ord. of 7-10-1989)

Sec. 22-224. - Enforcement.

The city planner shall enforce the provisions of the publication adopted by reference in this article.

(Code 1981, § 10-4; Ord. of 7-10-1989; Ord. of 4-14-2008)

Sec. 22-225. - Reserved.

Editor's note— Ord. No. 2016-19 , adopted August 22, 2016, repealed § 22-225. Former § 22-225 pertained to property maintenance board of appeals and derived from the Code of 1981; Ord. of 7-10-1989; and Ord. of 4-10-2000.

Secs. 22-226—22-250. - Reserved.

- **ARTICLE XII. - VACANT BUILDINGS**

- **Sec. 22-400. - Purpose; applicability; definitions.**

(a)

Purpose. The purpose and intent of this article is to establish a registration and identification program of vacant buildings within the city. Vacant buildings are detrimental to the surrounding buildings and neighborhoods in which they exist. The article is also to ensure the public health, safety and welfare insofar as they are affected by vacant buildings within the city. The health, safety and welfare of the neighborhoods in which vacant buildings are located are of the utmost importance to the city, as is the general community character in which these vacant buildings are located.

(b)

Applicability. The provisions of this article shall apply to all matters affecting or relating to vacant buildings. Where, in this article, different sections of this Code may specify different requirements, the most restrictive shall govern.

(c)

Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribe to them in this subsection, except where the context clearly indicates a different meaning.

(1)

Vacant building means a building, structure, or dwelling that has been unoccupied for more than three consecutive months; or a commercial tenant space greater than 10,000 square feet in an otherwise occupied building, that has been left unoccupied for more than three consecutive months.

(2)

Actively for sale or lease means the building is being actively marketed through a licensed real estate broker or the owner who is regularly advertising the property in newspapers circulated in and around Dover, it is being offered for sale or lease at a cost of no more than 25 percent over market rate as determined by the city assessor, and the building is in reasonable condition for sale or lease, including but not limited to: no trash has collected inside or outside of the building, the utilities are functional, and it is not being used as storage that is unrelated to the former use.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

- **Sec. 22-401. - Monitoring, inspection and condition standards.**

(a)

The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building inspector, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Once a building/structure/unit or residence (hereon after referred to as building) is registered as a vacant building, the vacant building shall be inspected annually for as long as it is considered vacant.

(b)

The vacant building shall be secured; the exterior building and premises shall be maintained in accordance with all City of Dover Code requirements.

(c)

The vacant building shall be in reasonable condition (all utilities shall be functional, there shall be no trash or debris inside or outside the building and it shall not to be used as storage that is unrelated to the former use).

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

- **Sec. 22-402. - Agent—Responsible person required.**

(a)

Property manager. Any owner of a vacant building, residing outside of the county, shall be required to have a licensed property manager residing or having an office located in the county, or a family member or other designated individual who does not manage any other real estate for a fee and who resides in the county acting as a property manager. The property manager, including family members and designated individuals, shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection upon request by the building inspector, within 30 days.

(b)

Corporate or partnership owners. Any corporation or partnership owning a vacant building shall have a designated member, partner, or employee having charge, care and control of the vacant building. The designated member, partner or employee shall reside in or have an office located in the county, or shall be required to have a licensed property manager residing or having an office located in the county, or other designated individual who does not manage any other real estate for a fee, and who resides in the county, acting as a property manager. The property manager, or other designated individuals shall have charge, care and control of the vacant building, and shall provide access to the vacant building for inspection, upon request by the building inspector, within 30 days.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

- **Sec. 22-403. - Registration and registration fee.**

(a)

Registration of building. There are two ways to register the building as vacant.

(1)

The owner shall register with the city not later than 30 days after any building in the city becomes vacant, as defined.

The registration of the vacant building shall include the site address, the name of the current owner or owners, current address of the owner and of all applicable owners, tax parcel number, proof of insurance on the building, description of the condition of the building, plans for the building (to eliminate the vacancy), the responsible person or agent and their contact information and any other applicable information. If any information changes the owner is responsible for informing the city of those changes in a timely manner.

(2)

The building inspector or his designee, shall investigate any property that may be subject to registration. Based upon his findings, the building inspector may register the property as a vacant building subject to this chapter.

a.

Notice of registration. Within five business days of such registration, the licensing and permitting office shall notify the owners of the registered property by certified mail at their last known address according to the records of the city and Kent County.

b.

Registration fee.

(i)

The annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days

after the building is registered as vacant. The annual registration fee will then be due on the registration anniversary date every year after that as long as it remains vacant. The starting point for counting a building as being vacant will begin on the date of the enactment of this article [June 26, 2006].

(ii)

The annual fee is as provided for in Appendix F—Fees and Fines.

(Ord. of 6-26-2006; Ord. of 4-14-2008; Ord. No. 2009-09, 6-22-2009; Ord. No. 2013-03, 3-11-2013)

- **Sec. 22-404. - Violation and penalties.**

(a)

If the registration fee is not paid within 30 days of being due, the owner shall be in violation of this article.

(1)

A lien can be assessed against the property. Such fees shall be entered in the municipal lien docket as a lien owing the city, and the same may be turned over to the city solicitor for collection.

(2)

The fee will be assessed to the parcel's tax bill.

(3)

The fee shall be paid in full prior to the transfer of title.

(4)

The fee shall be paid in full prior to the issuance of any building permits for the subject building and for any other building that is owned by the owner within the city.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

- **Sec. 22-405. - Exemptions—Types of buildings eligible for exemption status from the registration fee.**

(a)

The following are exempt from the registration: The building has fire damage. The owner has 90 days to file for a permit to start construction or demolition or it will be determined a vacant property.

(b)

The following properties shall be registered as vacant, but they are exempt from the registration fee:

(1)

The building is actively being offered for sale or lease for a maximum period of five years. After such time this article will be in effect. Proof of activity shall fall on the owner to provide. See definition.

(2)

The owner has obtained a building permit and is progressing in an expedient manner to prepare the premises for occupancy.

(3)

The property is in probate or where the owner has entered a long term care facility within six months of the building being vacant.

(4)

The property is undergoing currently environmental cleanup or assessment.

(c)

Failure to register. If the owner of the property fails to register the property with the City of Dover within 30 days of notification to do so by the City of Dover staff, then the property owner/agent may not be entitled to exemption from the fees.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013)

- **Sec. 22-406. - Appeal of the 25 percent over market rate.**

An appeal of the 25 percent over market rate (from the actively for sale or lease definition) can be considered through an appraisal using accepted appraisal standards to determine market rate. The owner has the option of asking the city tax assessor to perform the appraisal or having one performed (using accepted appraisal standards) at their own expense.

(Ord. of 6-26-2006; Ord. No. 2013-03, 3-11-2013; Ord. No. 2016-19, 8-22-2016)

DOVER, DE CODE OF ORDINANCES

APPENDIX F – FEES AND FINES

Chapter 22. Buildings and Building Regulations	**Fees and Fines**
Article XII. Vacant Buildings	
Fines not paid within 14 days of the day the fine was issued, including the day the fine was issued, shall be automatically doubled in amount.	
Sec. 22-403. Registration and registration fees	
Subsec. (a)(2)b.(ii). Registration fee	
Residential buildings and non-residential buildings <10,000 SF:	
Buildings vacant one year or less	$375.00
Buildings vacant for more than one year but less than two years	$750.00
Buildings vacant for more than two years but less than three years	$1,500.00
Buildings vacant for more than three years but less than five years	$3,000.00
Buildings vacant for five years or longer	$5,000.00

UT300I01 CITY OF DOVER 6/20/17
Customer/Location Consumption History Inquiry 10:59:21

Customer ID: [redacted] Name: CREEKSTONE DEVELOPMENT LLC
Location ID: Addr: 1194 DEATS DR UNIT 2
Cycle/Route: 20 36 Amount due: $7.82
Initiation date : 11/16/07 Pending : $.00
Termination date: 0/00/00 Customer status: A Customer/Location status: A

Type options, press Enter.
1=Select 5=View detail

Opt	Service Code	Reading Type	Date	Actual Consumption	Actual Demand	Days	Meter Number	Est CD	Cmnt CD
_	EL	REG	6/12/17	.00	.00	33	51879232E		N *
_	EL	REG	5/10/17	1.00	.00	30	51879232E		N *
_	EL	REG	4/10/17	7.00	.00	32	51879232E		N *
_	EL	REG	3/09/17	38.00	.00	28	51879232E		N
_	EL	REG	2/09/17	232.00	.00	29	51879232E		N *
_	EL	REG	1/11/17	97.00	.00	30	51879232E		N *
_	EL	REG	12/12/16	.00	.00	32	51879232E		N
_	EL	REG	11/10/16	1.00	.00	29	51879232E		N +

F3=Exit F5=Print history F8=Pending/history trans F10=Change view
F12=Cancel F14=Graph history

NO WATER SERVICE TO THE DWELLING

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

May 23, 2017

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

RE: Property address: 1194 DEATS DR UNIT 2
Annual Vacant Building Registration
6th Year Fee Due $5000.00
Case Number: 12-00001118

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by *June 23, 2017*. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,

Ron Coburn
Code Enforcement Officer

Attachments
File



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$
Total Postage
$
Sent To CREEKSTONE CONSTRUCTION LLC
Street and 156 S STATE ST
City, State, DOVER DE 19901

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

DOVER DE 19901 MAY 2 2017 Postmark Here

USPS Inspections & Plar

7017 0660 0001 1040 2782

CERTIFIED MAIL®

City of Dover
PO BOX 475
DOVER, DE 19903-047

7017 0660 0001 1040 2782

U.S. POSTAGE PITNEY BOWES
ZIP 19904 $ 006.56⁰
02 1W
0001402947 MAY 25 2017

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

UTF
C-5

NIXIE 176 NFE 1 17 0006/01/17
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 19903047575 *0927-00672-25-36

Posted 06/09/17

UTF
19903≥0475
19901≤7314 CODE

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

9590 9402 2791 7069 8502 84

2. Article Number *(Transfer from service label)*

7017 0660 0001 1040 2782

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

12-1118

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

KENT COUNTY, DELAWARE
555 Bay Road, Dover, Delaware 19901-3615
(302) 744-2300 -- FAX (302) 736-2279

"Serving Kent County With Pride"

PROPERTY INFORMATION

Planning and Building Permits Information

Reference # ED EAST DOVER HUNDRED **Card #** 1 **of** 1

Location ID	94646	**Map Number**	2-05-08605-01-1100-30201
Tax ID	100183	**Deed BVP**	D 3396 0339 D 2821 0153
Parcel ID	93774	**Deed BVP2**	
Property Code	P - PROPERTY		

Current Owner
CREEKSTONE CONSTRUCTION, LLC,
156 S STATE STREET
DOVER, DE 19901

Property Location
1194 DEATS DR
DOVER , DE 19904

Zoning MULT **Acres**

Additional Owner

Sub-Division

Sales History				Liv.Sq.Ft	2,255.0000
Date	**Price**	**Assessment**		**Total Rooms**	6
3/23/06	0	**Land**		**Bedrooms**	3
0/00/00	0	**Buildings**	39,700	**Full Bath**	2
		Total	39,700	**Half Bath**	

Base Tax Due	.00	Last Billing Detail	History	Farm Info
Tax Penalty	.00			
Total Tax Bal.	.00			
Sewer Balance	.00	**Sewer Account #**		
Neighborhood #	00204	**Coordinates**		0000000 E 0000000 N
Land Use	1	**Lot Dimensions**		
Living Units	NO	**School District**	18	CAPITOL
Class	Residen	**Fire District**	46	ROBBINS HOSE (DOVER)
Plat Book Pg	87 078	**Sewer District**	00	NONE

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901

City of Dover

Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due:	$5000.00			Amount Paid:	
Date Due:	06/23/17	Case #	12-00001118	Date Registered:	05/23/12
Vacant Since:	01/01/10		Tax Parcel #	ED-05-086.05-01-110.000-302	
Property Address:	1194 Deats Drive Unit 2 Dover DE 19904				
Current Property Owner:	Creekstone Construction LLC				
Address:	156 S State Street Dover DE 19904				
Phone:			Cellular:		
E-Mail:					
**** Local agent is required for any owner residing outside of Kent County Delaware**					
Responsible Person/Agent:					
Address:					
Phone:			Cellular:		
E-Mail:					

Insurance on Building: Y ☐ / N ☐
If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y ☐ / N ■
Explanation of Exemption if granted: Vacant longer than five(5) years
NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease–Listed Selling Price: _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature:_____ Date: _____

Fees as follows:

Buildings vacant one year or less;	$375.00
Buildings vacant for more than one year but less than two years;	$750.00
Buildings vacant for more than two years but less than three years;	$1,500.00
Buildings vacant for more than three years but less than five years;	$3,000.00
Buildings vacant for five years or longer;	$5,000.00

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: May 23, 2017
Invoice #: 12-00001118-6

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

RE: Property address: 1194 DEATS DR UNIT 2
Tax Parcel #: ED-05-086.05-01-110.000-302

DESCRIPTION	AMOUNT
Vacant Building Registration Fee	$5000.00
TOTAL	$5000.00

Please make all checks payable to City of Dover
Payment must be received by June 23, 2017

Coburn, Ron

From: Joseph Petrosky <jmp@cpcommercial.com>
Sent: Wednesday, June 15, 2016 3:51 PM
To: Coburn, Ron
Subject: 1194 Deats Drive, Unit 2
Attachments: csc11942dover.pdf; 1194deats.pdf

Ron attached is the signed City of Dover Building Registration, along with a copy of the Realtors Listing info.

Any questions please give me a call, also please confirm receipt of this email.

Thanks,

Joseph M. Petrosky
jmp@cpcommercial.com
Office: 302/678-3276
Cell: 302/270-7613

154 S State Street
Dover, DE 19901

1052 S Governors Ave., Suite 102
Dover, De 19904

Chabbott Petrosky Commercial Realtors, LTD
JMP Realty Inc.
Woodbrook Development LLC
Creekstone Development LLC
Secure Storage LLC
G & J Holdings LLC

Attention: This electronic message and all contents contain information which may be privileged and confidential. The information is intended to be for addressee only. If you are not addressee, any disclosure, copy, distribution or use of the contents of this message is prohibited. If you received this electronic message in error, please notify us immediately and destroy the original message and all copies.

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901

City of Dover

Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due:	$3000.00			Amount Paid:	EXEMPT FOR SALE.
Date Due:	06/23/16	Case #	12-00001118	Date Registered:	05/23/12
Vacant Since:	01/01/10	Tax Parcel #	ED-05-086.05-01-110.000-302		
Property Address:	1194 Deats Drive Unit 2 Dover DE 19904				
Current Property Owner:	Creekstone Construction LLC				
Address:	156 S State Street Dover DE 19904				
Phone:	678-3276	Cellular:	[redacted]		
E-Mail:	Jmpe cpcommercial.com				
** Local agent is required for any owner residing outside of Kent County Delaware					
Responsible Person/Agent:					
Address:					
Phone:		Cellular:			
E-Mail:					

Insurance on Building: Y ☑ / N ☐
If Yes: Name of Insurance Company: L & W Insurance

Exempt from Registration Fee: Y ☑ / N ☐
Explanation of Exemption if granted: Current marketed for Sale

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease–Listed Selling Price: ~~275,000~~ 269,900

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: 6/23/16

Fees as follows:

Buildings vacant one year or less;	$375.00
Buildings vacant for more than one year but less than two years;	$750.00
Buildings vacant for more than two years but less than three years;	$1,500.00
Buildings vacant for more than three years but less than five years;	$3,000.00
Buildings vacant for five years or longer;	$5,000.00

REVISED 01/01/2016

1194 Deats Dr Unit #2, Dover, DE 19901 | **Residential** | **Active** | **$269,000**



MLS #:	6688535	Beds:	3
Tax ID #:	ED-05-086.05-01-11.00	Baths:	2 / 0
County:	Kent	Approx Int Sq Ft:	2,500 / Seller
MLS Area:	Capital (30802)	Price / Sq Ft:	$107.60
Subdiv / Neigh:	Creekstone	Style:	Contemporary
School District:	Capital	Design:	Other
- High:	Dover H.S.	Type:	Unit/Flat
- Middle:		Ownership:	Condo-Fee Simple
- Elementary:		Age:	0
Building:		New Construct:	Yes / Home Built
Floor Number:	1	Condition:	Average+
Waterfront:	No	Central Air:	Yes

Lot Info

Acres / Lot Sq Ft:	.00 /	Taxes / Year:	$94 / 2015
Lot Dimensions:	0x0x0x0	Assessment:	$93,700
Land Use / Zoning:	Res	Land Assessment:	
Block / Lot:	- /	Improvement Asmt:	

Association / Community

Condo / HOA:	Yes / No	Adult 55+/62+ Comm:	No
Recurring Fee:	$155 / Monthly	One-Time Fee:	

Rooms

Total Rooms:	6				
Full Baths:	0 Main, 0 Up, 0 Low		Part Baths:	0 Main, 0 Up, 0 Low	
Living/Great Room:	23 x 18	Main	Dining Room:	15 x 12	Main
Kitchen:	14 x 13	Main	Main Bedroom:	18 x 16	Main
Second Bedroom:	14 x 12	Main	Third Bedroom:	15 x 13	Main
Den:	13 x 13	Main	Nook:	11 x 9	Main
Laundry:	9 x 6	Main			

Building Information

Builder:	Creekstone Construct	Model:	
Basement Finished:		R-Factor Walls/Ceiling:	19 / 30

Features

Exterior:	Block Exterior, Other Exterior, Stone Exterior, Block/Brick Foundation, Pitched Roof, Sidewalks, Underground Electric, Patio, Cul-De-Sac, Open Lot, Rear Yard, Sloping Lot, No Swimming Pool, Stream/Creek
Interior:	9+ Foot Ceiling, Cable TV Wired, Ceiling Fan(s), Whirlpool/Hot Tub, Security System, Stall Shower, Foyer/Vestibule Entrance, Main Bedroom Full Bath, Main Bedroom Whirlpool/Hot Tub, Main Bedroom Walk-in Closet, Den/Study/Library, No/Unknown Accessibility Modifications, Main Floor Laundry, One Fireplace, Gas/Propane Fireplace, Tile Floors, Wall to Wall Carpet
Kitchen:	Full Kitchen, Cook Top, Double Sink, Island, Pantry, Electric Cooking

Basement:	Basement None
Parking:	2 Car Garage, Attached Built In, 2-Car Parking
Utilities:	Central Air, Gas Heating, Hot Air, 200-300 Amps , Electric Hot Water, Public Water, Public Sewer
Assc. Fee Incl:	Common Area Maintenance, Exterior Maintenance, Lawn Maintenance, Snow Removal, Trash Removal
Inclusions:	Stove, Dishwasher, Refrigerator (Stainless Steel), Washer/Dryer

Remarks

Public: R-8094 OPEN FLOOR PLAN IN DOVER'S NEW LUXURY CONDOMINIUMS!!Each building consists of 2 units, one condo on first floor and one on the second floor. Unit #2 is ready for your selections. STANDARD FEATURES include: 9' ceilings, vaulted ceiling, upgraded trim, crown moldings in all living and bedroom areas, beveled edge formica counter tops, custom oak cabinets, electric hot water heater, A/C, gas heat, gas fireplace with mantle surround, double bowl stainless sink with garbage disposal, wall to wall carpet, ceramic tile in baths, kitchen, and laundry; living room, den and bedrooms are prewired for ceiling fans; Anderson 200 series windows (with screens); full size tubs, garden jet tub in master bedroom with a huge walk-in closet, double sinks, privacy toilet and sliding glass doors to patio. Laundry room includes front loading washer/dryer and a sink. A waterfall view of Pucheon Run can be enjoyed from the patio. Standard features also include security alarm system, Maytag appliances, Kohler plumbing fixtures. Three additional buildings with first and second floor units available for pre-construction. Still time to select upgrade for hardwood, cabinets, granite and stainless at additional cost. An elevator can be installed for second floor units (additional expense). Monthly fee covers common area maintenance, exterior building maintenance, lawn, snow removal and trash removal.

Directions: South on Governors Ave., 1/2 mile past Wyoming Ave. intersection, turn right at new Creekstone Office Bldg.

Listing Information

Earliest Possession:	30-90 Days	Days On Market:	170
Finance Accepted:	Conventional, FHA203(b), VA		

© TREND - All information, regardless of source, should be verified by personal inspection by and/or with the appropriate professional(s). The information is not guaranteed. Measurements are solely for the purpose of marketing, may not be exact, and should not be relied upon for loan, valuation, or other purposes. Copyright 2016. Created: 06/15/2016 03:26 PM

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

May 23, 2016

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

RE: Property address: 1194 DEATS DR UNIT 2
Annual Vacant Building Registration
5th Year Fee Due $3000.00
Case Number: 12-00001118

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by *June 23, 2016.* Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,

Ronald L Coburn Jr.

Ron Coburn
Code Enforcement Officer

Attachments
File

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901

City of Dover

Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due:	$3000.00			Amount Paid:	
Date Due:	06/23/16	Case #	12-00001118	Date Registered:	05/23/12
Vacant Since:	01/01/10		Tax Parcel #	ED-05-086.05-01-110.000-302	
Property Address:	1194 Deats Drive Unit 2 Dover DE 19904				
Current Property Owner:	Creekstone Construction LLC				
Address:	156 S State Street Dover DE 19904				
Phone:			Cellular:		
E-Mail:					
**** Local agent is required for any owner residing outside of Kent County Delaware**					
Responsible Person/Agent:					
Address:					
Phone:			Cellular:		
E-Mail:					

Insurance on Building: Y ☐ / N ☐
If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y ☐ / N ☐
Explanation of Exemption if granted: _____
NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease–Listed Selling Price: _____

****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature:_____Date: _____

Fees as follows:

Buildings vacant one year or less;	$375.00
Buildings vacant for more than one year but less than two years;	$750.00
Buildings vacant for more than two years but less than three years;	$1,500.00
Buildings vacant for more than three years but less than five years;	$3,000.00
Buildings vacant for five years or longer;	$5,000.00

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: May 23, 2016
Invoice #: 12-00001118

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

RE: Property address: 1194 DEATS DR UNIT 2
Tax Parcel #: ED-05-086.05-01-110.000-302

DESCRIPTION	AMOUNT
Vacant Building Registration Fee	$3000.00
TOTAL	$3000.00



Please make all checks payable to City of Dover
Payment must be received by June 23, 2016



SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

9590 9401 0038 5168 8847 16

2. Article Number *(Transfer from service label)*
7014 1820 0001 2213 7078

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type 12-1118
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901

City of Dover

Received
JUL 07 2015
Planning & Inspections

Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due:	$1000.00			Amount Paid:	EXEMPT
Date Due:	07/24/15	Case #	15-00001118	Date Registered:	05/23/12
Vacant Since:	01/01/10		Tax Parcel #	ED-05-086.05-01-110.000-302	
Property Address:	1194 Deats Drive Unit 2 Dover DE 19904				
Current Property Owner:	Creekstone Construction LLC				
Address:	156 S State Street Dover DE 19904				
Phone:	302.678.3276		Cellular:	[redacted]	
E-Mail:	jmp@cpcommercial.com				
** Local agent is required for any owner residing outside of Kent County Delaware					
Responsible Person/Agent:	Joseph Petrosky				
Address:	156 S. State St. Dover, DE 19901				
Phone:	678-3271		Cellular:	[redacted]	
E-Mail:	jmp@cpcommercial.com				

Insurance on Building: Y ☑ / N ☐
If Yes: Name of Insurance Company: Law Insurance

Exempt from Registration Fee: Y ☑ / N ☐
Explanation of Exemption if granted: project for Sale

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease–Listed Selling Price: $269,000
****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: 6/30/15

Fees as follows:

Buildings vacant one year or less;	$250.00	Commercial greater than 10,000 SF	$500.00
Buildings vacant for more than one year but less than two years;	$500.00	Commercial greater than 10,000 SF	$1,000.00
Buildings vacant for more than two years but less than five years;	$1,000.00	Commercial greater than 10,000 SF	$2,000.00
Buildings vacant for five years or longer;	$2,000.00	Commercial greater than 10,000 SF	$4,000.00

Staff Use Only:

Staff Registered: Y ☐ / N ☐ Staff Member: _____

Owner Notified: Y ☐ / N ☐ Date Owner Notified: _____

REVISED 07/09/2014

Search Homes | MLS# Search



Presented By **CONNIE STANLEY**
RE/MAX HORIZONS INC
(302) 242-0329

RE/MAX HORIZONS INC

Property search | Home values | Get advice | Agents/Offices | Abou

Property Search > Dover, DE

1194 DEATS DR #2, DOVER, DE 19901 $269,000

3 beds | 2 baths | 2,500 sqft MLS# 6340194
Days on Site: 503

Save

Photos | Balloon View | Map with INRIX Drive Time™ | Virtual Tour



Requ
RE/M

Asl

Phone

Name

Email

Messa

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rema
infor





Quiet mode

Property Details

R-8094 OPEN FLOOR PLAN IN DOVER'S NEW LUXURY CONDOMINIUMS!!Each building consists of 2 units, one condo on first floor and one on the second floor. Unit #2 is ready for your selections. STANDARD FEATURES include: 9' ceilings, vaulted ceiling, upgraded trim, crown moldings in all living and bedroom areas, beveled edge formica counter tops, custom oak cabinets, electric hot water heater, A/C, gas heat, gas fireplace with mantle surround, double bowl stainless sink with garbage disposal, wall to wall carpet, ceramic tile in baths, kitchen, and laundry; living room, den and bedrooms are prewired for ceiling fans; Anderson 200 series windows (with screens); full size tubs, garden jet tub in master bedroom with a huge walk-in closet, double sinks, privacy toilet and sliding glass doors to patio. Laundry room includes front loading washer/dryer and a sink. A waterfall view of Pucheon Run can be enjoyed from the patio. Standard features also include security alarm system, Maytag appliances, Kohler plumbing fixtures. Three additional buildings with first and second floor units available for pre-construction. Still time to select upgrade for hardwood, cabinets, granite and stainless at additional cost. An elevator can be installed for second floor units (additional expense). Monthly fee covers common area maintenance, exterior building maintenance, lawn, snow removal and trash removal.

Listing Type:	Condo/Townhome
Listing ID:	6340194
Bedrooms:	3
Bathrooms:	2
House Size:	2,500
Lot Size:	0.00 sqft
Listing Status:	Active
Year Built:	2015
County:	Kent
Full Bath:	2
Subdivision:	Creekstone
Floors:	Other

Hon

109



2 ST



616



309



Garage:	2
Rooms:	6.0
County School District:	Capital
School District 3:	DOVER H.S.
Zoning:	RES
Fees:	155.0
Taxes:	94.0
TaxYear:	2013

RE/MAX Listing courtesy of RE/MAX Horizons Inc

More Details +

Price History

Get price alerts on price change

Date	Event	Change	Price
5/26/2015	Price change	$-10,900 (-3.9%)	$269,000
5/3/2014	Price change	$-9,100 (-3.1%)	$279,900

Nearby Schools

School Name	Distance	Students	Grade	Rating
Capitol Baptist School	0.60 mi	33	KG-11	N/A
W Reily Brown Elementary School	0.67 mi	436	1-5	B-
South Dover Elementary School	0.77 mi	487	KG-4	B+
Holy Cross School	0.98 mi	630	PK-8	N/A
The Kinder Academy	1.31 mi	16	PK-5	N/A
Wesley Preschool	1.35 mi	116	PK-KG	N/A

Data sourced by HomeFacts.com

More Schools +

Census Data

Educational Attainment

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

June 24, 2015

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

RE: Property address: 1194 DEATS DR UNIT 2
Annual Vacant Building Registration
4th Year Fee Due $2000.00
Case Number: 12-00001118

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by July 24, 2015. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,

Ron Coburn
Code Enforcement Officer

Attachments
File

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: June 24, 2015
Invoice #: 12-00001118

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

RE: Property address: 1194 DEATS DR UNIT 2
Tax Parcel #: ED-05-086.05-01-110.000-302

DESCRIPTION	AMOUNT
Vacant Building Fourth Year Registration Fee	$1000.00
TOTAL	$1000.00

Please make all checks payable to City of Dover
Payment must be received by July 24, 2015



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7015 0640 0005 6574 4602

RC 12-1118

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$
Total Po
$
Sent To
Street a
City, St

6.73

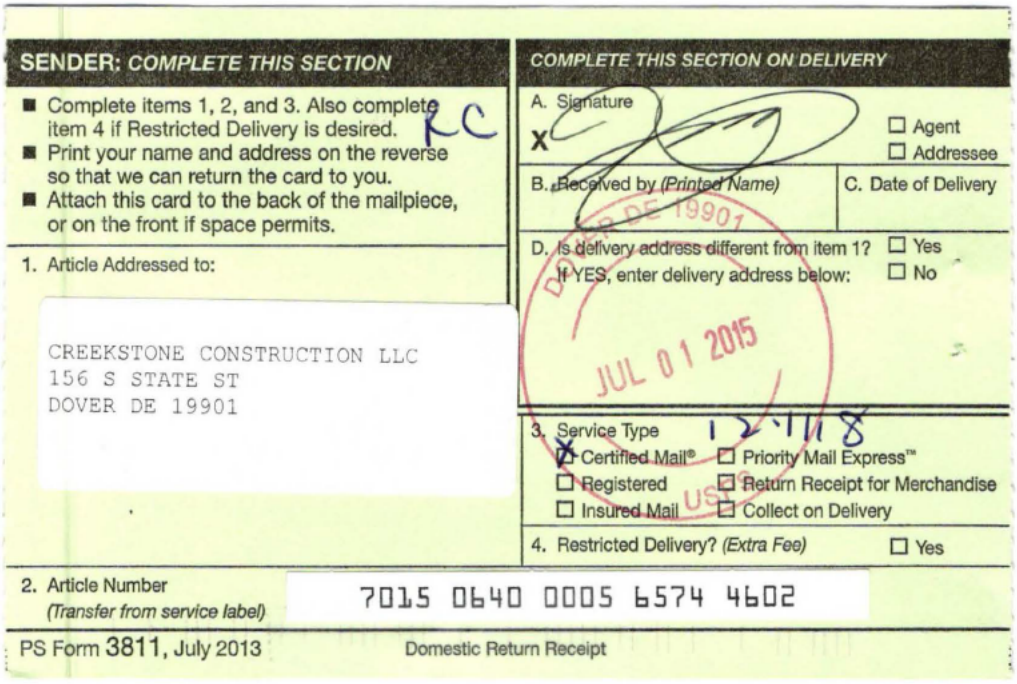
DOVER DE 19901
JUN 26 2015
USPS

Postmark Here

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

Inspections & Planning

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

RC

1. Article Addressed to:

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

DOVER DE 19901
JUL 01 2015

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type 12-1118
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7015 0640 0005 6574 4602

PS Form 3811, July 2013 Domestic Return Receipt

Division of
Code Enforcement
15 E. Loockerman St.
Dover, DE 19901

City of Dover

Phone: (302) 736-4457
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due:	$1000.00			Amount Paid:	
Date Due:	07/24/15	Case #	15-00001118	Date Registered:	05/23/12
Vacant Since:	01/01/10		Tax Parcel #	ED-05-086.05-01-110.000-302	
Property Address:	1194 Deats Drive Unit 2 Dover DE 19904				
Current Property Owner:	Creekstone Construction LLC				
Address:	156 S State Street Dover DE 19904				
Phone:	302.678.3276		Cellular:		
E-Mail:					
**** Local agent is required for any owner residing outside of Kent County Delaware**					
Responsible Person/Agent:					
Address:					
Phone:			Cellular:		
E-Mail:					

Insurance on Building: Y ☐ / N ☐
If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y ☐ / N ☐
Explanation of Exemption if granted: _____
NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease–Listed Selling Price: _____
****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follows:

Buildings vacant one year or less;	$250.00	Commercial greater than 10,000 SF	$500.00
Buildings vacant for more than one year but less than two years;	$500.00	Commercial greater than 10,000 SF	$1,000.00
Buildings vacant for more than two years but less than five years;	$1,000.00	Commercial greater than 10,000 SF	$2,000.00
Buildings vacant for five years or longer;	$2,000.00	Commercial greater than 10,000 SF	$4,000.00

Staff Use Only:

Staff Registered: Y ☐ / N ☐ Staff Member: _____

Owner Notified: Y ☐ / N ☐ Date Owner Notified: _____

REVISED 07/09/2014

City of Dover

Department of
Planning & Inspections

Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due: $ 1,000.00 Amount Paid: _____

Date Due: 06/23/14 Case # 12-1118 Date Registered: 05/23/12

Vacant Since: 01/01/10 Tax Parcel # ED-05-086.05-01-110.000

Property Address: 1194 Deats Drive Unit 2 Dover DE 19901

Current Property Owner: Creekstone Construction LLC

Received
JUN 04 2014
Planning & Inspections

Address: 156 S State Street
Dover DE 19901

Phone: (302) 678-3276 Cell: _____

Responsible Person/Agent: Joseph Petrosky

Address: 156 S. State Street
Dover DE 19901

Phone: _____ Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mail correspondence to: **Owner** / **Agent** (Please Circle)

Insurance on Building: Y / N (please circle)
If Yes: Name of Insurance Company: L+W Insurance

Exempt from Registration Fee: Y / N (please circle)

Explanation of Exemption if granted: Current for Sale

NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease – Listed selling price #279,900 MLS# 6340194
****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: 6/3/14

Fees as follow:

Buildings vacant one year or less;	$250.00	Commercial greater than 10,000 SF	$500.00
Buildings vacant for more than one year but less than two years;	$500.00	Commercial greater than 10,000 SF	$1,000.00
Buildings vacant for more than two years but less than five years;	$1,000.00	Commercial greater than 10,000 SF	$2,000.00
Buildings vacant for five years or longer;	$2,000.00	Commercial greater than 10,000 SF	$4,000.00

Staff Use Only:
Staff Registered: Y / N Staff Member: _____
Owner Notified: Y / N Date Owner Notified: _____

REVISED 03/19/13

Real Estate Information -

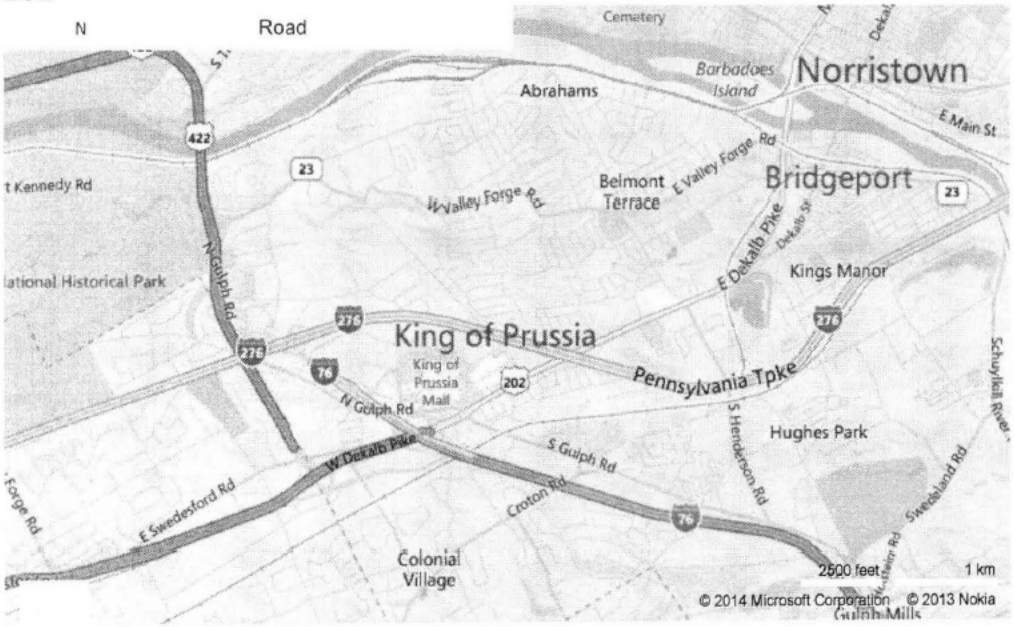
Hide Map Print



Connie Stanley
Realtor
Mobile:(302) 242-0329
Office: (302) 678-7858
Send me an e-mail

RE/MAX Horizons Inc

1198 S Governors Ave
Dover, DE 19904
Office Phone:(302) 678-4300
Additional Links:
Selected: 1
Select All Deselect All
1 - 1 of **1** Listing
1



X

- Map Layers ▲
  - ✓ Parcels
  - ☐ Zip Codes
  - ☐ Counties
  - ☐ States

- Legend
  - Active, Active No Showing (ACT, A/N)
  - Pending (PND)
  - Settled (STL)
  - Withdrawn, Withdrawn Relisted (WTH, W/R)
  - Expired, Expired Relisted (EXP, X/R)
  - Temporarily Off Market (T/O)
  - Multiple Listings

1194 Deats Dr 2, Dover, DE 19901 RES ACT $279,900



1 of 3

Photos





General

MLS #:	6340194	Subdiv / Nei:	Creekstone	Ownership:	Condo-FeeSim	Beds, Baths:	3 2/0
DOM:	107	School Dist:	Capital				
MLS Area:	30802 Capital	- High:	Dover H.S.	Type:	Unit/Flat	Age:	0 NewCon
County:	Kent	- Middle:		Design:	OtherDesign	Aprox SqFt:	2,500
Tax ID #:	ED-05-086.05-01-11.00	- Elem:		Style:	Contemporary		
				Home Built:	Y	SqFt Source:	Seller
						Unit Floor #:	1AC:Y

Room Dimensions

LR/GR:	23 x 18 M	Main BR:	18 x 16 M	Den:	13 x 13	MR-F Walls:	19
Dining:	15 x 12 M	2nd BR:	14 x 12 M	Nook:	11 x 9	MR-F Ceiling:	30
Kitchen:	14 x 13 M	3rd BR:	15 x 13 M	Laundry:	9 x 6 M		
Family:		4th BR:					

Other Information

Total Rooms:	6		
Bath Full:	0M	0U	0L
Bath Part:	0M	0U	0L
Model:			
Builder:	Creekstone Construct		

Inclusions: Stove, Dishwasher, Refrigerator (Stainless Steel), Washer/Dryer
Exclusions:

Tax Information | Association Information | Lot Information

RE Taxes / Yr: $94 / 2013 Condo / HOA: Y / N Aprox Acr: 0.00 Land Use: Zoning: Res
Assessment: 93700 Recur Fee / Freq: $155.00/M Aprox SqFt: AproxDim: 0x0x0x0 Watfrnt: N/

Features

Utilities: GasHeat, HotAirHeat, ElectricHtWt, CentralAir, PublicWater, PublicSewer, 200-300AmpEl
Parking: 2-CarGarage, Att/BuiltInG, 2-CarParking Exterior: Sidewalks, UndrgrndElec, StoneExt, OtherExt, BlockExt, Block/BrickF, CulDeSacLot, SlopingLot, OpenLot, RearYard, PitchedRoof, Patio, NoPool
Bsmt: NoBasement Interior: OneFirePl, Gas/Propane, W/WCarpeting, TileFl, SecuritySys, 9Ft+Ceiling, CeilngFan(s), CableTVWired, WhirlPool/Ho, StallShower, WhirlpoolMnB, FulBathMnBed, WalkInClstMB, Foyer/VestEn, Den/Study/Li, NoModifs/Unk, MainFlrLndry Kit: FullKit-NoEI, ElecCooking, KitIsland, KitPantry, KitDoubleSin, KitCookTop
Assn Inc: ComAreaMaint, ExtBldgMaint, LawnMaint, SnowRemoval, TrashRemoval Poss: 30-90Days Finance: ConventnalFi, VA, FHA203(b)
Cond: Average+ Show: LAMustAccomS Shore/Water: StreamCreek

Remarks

Public:R-8094 OPEN FLOOR PLAN IN DOVER'S NEW LUXURY CONDOMINIUMS!!Each building consists of 2 units, one condo on first floor and one on the second floor. Unit #2 is ready for your selections. STANDARD FEATURES include: 9' ceilings, vaulted ceiling, upgraded trim, crown moldings in all living and bedroom areas, beveled edge formica counter tops, custom oak cabinets, electric hot water heater, A/C, gas heat, gas fireplace with mantle surround, double bowl stainless sink with garbage disposal, wall to wall carpet, ceramic tile in baths, kitchen, and laundry; living room, den and bedrooms are prewired for ceiling fans; Anderson 200 series windows (with screens); full size tubs, garden jet tub in master bedroom with a huge walk-in closet, double sinks, privacy toilet and sliding glass doors to patio. Laundry room includes front loading washer/dryer and a sink. A waterfall view of Pucheon Run can be enjoyed from the patio. Standard features also include security alarm system, Maytag appliances, Kohler plumbing fixtures. Three additional buildings with first and second floor units available for pre-construction. Still time to select upgrade for hardwood, cabinets, granite and stainless at additional cost. An elevator can be installed for second floor units (additional expense). Monthly fee covers common area maintenance, exterior building maintenance, lawn, snow removal and trash removal.
South on Governors Ave., 1/2 mile past Wyoming Ave. intersection, turn right at new Creekstone Office Bldg.
© TREND - All information, regardless of source, should be verified by personal inspection by and/or with the appropriate professional(s). The information is not guaranteed. Measurements are solely for the purpose of marketing, may not be exact, and should not be relied upon for loan, valuation, or other purposes. Copyright 2014 Created: 06/03/14 12:02 PM.

1 - 1 of **1** Listing

1

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

May 23, 2014

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

RE: Property address: 1194 DEATS DR UNIT 2
Annual Vacant Building Registration
3rd Year Fee Due $1000.00
Case Number: 12-00001118

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the dwelling remains vacant. Please complete the enclosed registration form and return with payment amount as indicated above by June 23, 2014. Failure to pay registration fees will result in the fee being placed on the next tax billing. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,

Ron Coburn
Code Enforcement Officer

Attachments
File

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

INVOICE

Date: May 23, 2014
Invoice #: 12-00001118

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

RE: Property address: 1194 DEATS DR UNIT 2
Tax Parcel #: ED-05-086.05-01-110.000-302

DESCRIPTION	AMOUNT
Vacant Building Third Year Registration Fee	$1000.00
TOTAL	$1000.00

Please make all checks payable to City of Dover
Payment must be received by June 23, 2014



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

7013 2630 0002 2698 7767

RC 12-1118

Postage $ 6.48
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total

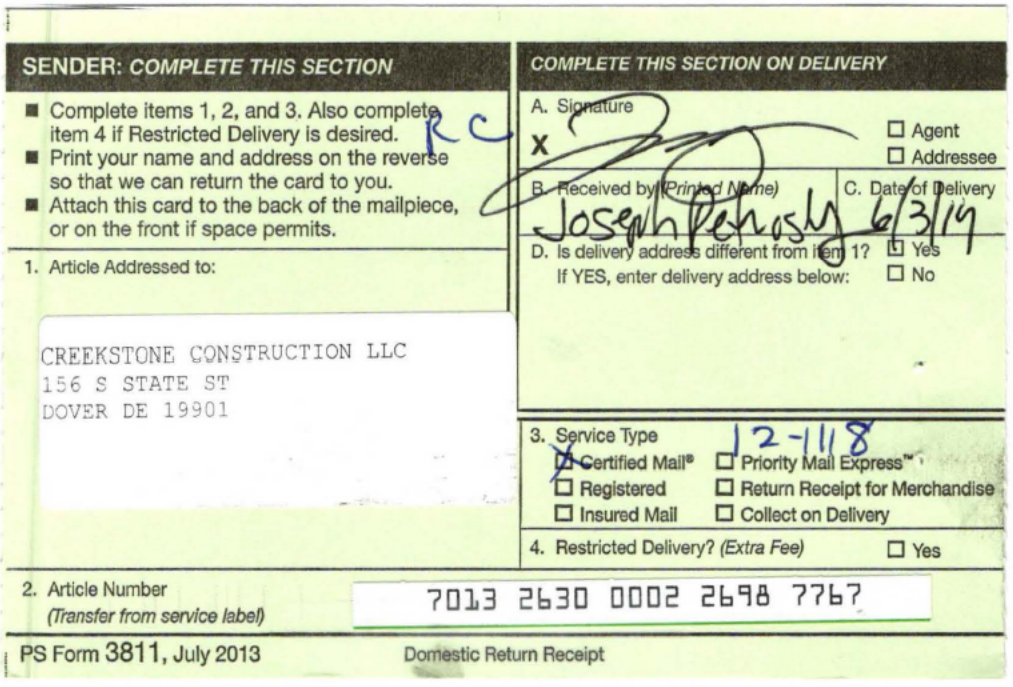
DOVER DE 19901 MAY 27 2014 USPS

Postmark Here

Inspections & Planning

Sent To CREEKSTONE CONSTRUCTION LLC
Street, or PO Box 156 S STATE ST
City, St DOVER DE 19901

PS Form 3800, August 2006 ...ructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

RC

1. Article Addressed to:

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) Joseph Petrosky C. Date of Delivery 6/3/14

D. Is delivery address different from item 1? ☑ Yes
If YES, enter delivery address below: ☐ No

3. Service Type 12-1118
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 2630 0002 2698 7767

PS Form 3811, July 2013 Domestic Return Receipt

City of Dover

Department of
Planning & Inspections

Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due: $ 1,000.00 Amount Paid: _____

Date Due: 06/23/14 Case # 12-1118 Date Registered: 05/23/12

Vacant Since: 01/01/10 Tax Parcel # ED-05-086.05-01-110.000

Property Address: 1194 Deats Drive Unit 2 Dover DE 19901

Current Property Owner: Creekstone Construction LLC

Address: 156 S State Street
Dover DE 19901
Phone: (302) 678-3276 Cell: _____

Responsible Person/Agent: _____

Address: _____

_____

Phone: _____ Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mail correspondence to: **Owner/Agent** (Please Circle)

Insurance on Building: Y / N (please circle)
If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N (please circle)

Explanation of Exemption if granted: _____
NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease – Listed selling price _____
****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: _____ Date: _____

Fees as follow:

Buildings vacant one year or less;	$250.00	Commercial greater than 10,000 SF	$500.00
Buildings vacant for more than one year but less than two years;	$500.00	Commercial greater than 10,000 SF	$1,000.00
Buildings vacant for more than two years but less than five years;	$1,000.00	Commercial greater than 10,000 SF	$2,000.00
Buildings vacant for five years or longer;	$2,000.00	Commercial greater than 10,000 SF	$4,000.00

Staff Use Only:
Staff Registered: Y / N Staff Member: _____
Owner Notified: Y / N Date Owner Notified: _____

REVISED 03/19/13

City of Dover

Department of
Planning & Inspections

Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due: _____ Amount Paid: _____

Date Due: 06/23/13 Case # 12-1118 Date Registered: 05/23/12

Vacant Since: 01/01/10 Tax Parcel # ED-05-086.05-01-110.000.

Property Address: 1194 Deats Drive Unit1 Dover DE 19901 1194-1 Sold 1194-2 on market

Current Property Owner: Creekstone Construction LLC

Address: 156 S State Street
Dover DE 19901

Phone: 678-3276 Cell: [redacted]

Responsible Person/Agent: Joseph Petrish

Address: Same

Phone: _____ Cell: _____

RECEIVED
JUN 14 2013
CITY OF DOVER
INSPECTIONS & PLANNING

Local agent is required for any owner residing outside of Kent County Delaware

Mail correspondence to: **Owner/Agent** (Please Circle)

Insurance on Building: Y / N (please circle)
If Yes: Name of Insurance Company: LHW Insurance

Exempt from Registration Fee: Y / N (please circle)

Explanation of Exemption if granted: Dwelling is being marketed For Sale
NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease – Listed selling price #329,000,
****Attach a copy of the Realtors Listing Sheet (REQUIRED)

Owner Signature: Creekstone Construction LLC Date: 6/11/13

Fees as follow:

Buildings vacant one year or less;	$250.00	Commercial greater than 10,000 SF	$500.00
Buildings vacant for more than one year but less than two years;	$500.00	Commercial greater than 10,000 SF	$1,000.00
Buildings vacant for more than two years but less than five years;	$1,000.00	Commercial greater than 10,000 SF	$2,000.00
Buildings vacant for five years or longer;	$2,000.00	Commercial greater than 10,000 SF	$4,000.00

Staff Use Only:
Staff Registered: Y / N Staff Member: _____
Owner Notified: Y / N Date Owner Notified: _____

REVISED 03/19/13

City of Dover

Department of
Planning & Inspections

Phone: (302) 736-7010
Fax: (302) 736-4217

City of Dover Vacant Building Registration

Amount Due: _____ Amount Paid: _____

Date Due: 06/23/13 Case # 12-1118 Date Registered: 05/23/12

Vacant Since: 01/01/10 Tax Parcel # ED-05-086.05-01-110.000.

Property Address: 1194 Deats Drive Unit1 Dover DE 19901

Current Property Owner: Creekstone Construction LLC

Address: 156 S State Street
Dover DE 19901

Phone: _____ Cell: _____

Responsible Person/Agent: _____

Address: _____

_____

Phone: _____ Cell: _____

Local agent is required for any owner residing outside of Kent County Delaware

Mail correspondence to: **Owner/Agent** (Please Circle)

Insurance on Building: Y / N (please circle)
If Yes: Name of Insurance Company: _____

Exempt from Registration Fee: Y / N (please circle)

Explanation of Exemption if granted: Dwelling is being marketed For Sale
NOTE: No Exemption if Registered by City of Dover Staff

****If building is for sale or lease – Listed selling price _____
****Attach a copy of the Realtors Listing Sheet (REQUIRED)

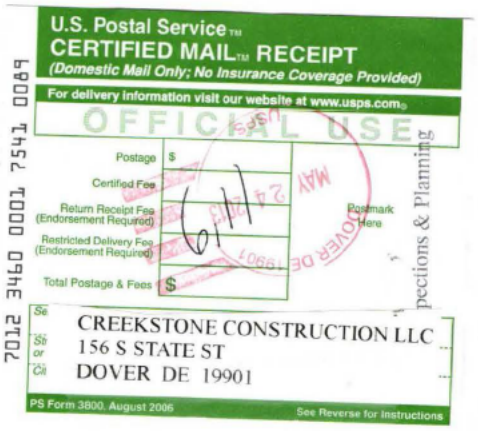
Owner Signature: _____ Date: _____

Fees as follow:

Buildings vacant one year or less;	$250.00	Commercial greater than 10,000 SF	$500.00
Buildings vacant for more than one year but less than two years;	$500.00	Commercial greater than 10,000 SF	$1,000.00
Buildings vacant for more than two years but less than five years;	$1,000.00	Commercial greater than 10,000 SF	$2,000.00
Buildings vacant for five years or longer;	$2,000.00	Commercial greater than 10,000 SF	$4,000.00

Staff Use Only:
Staff Registered: Y / N Staff Member: _____
Owner Notified: Y / N Date Owner Notified: _____

REVISED 03/19/13



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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

Postmark Here

7012 3460 0001 7541 0089

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 6/5/13

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7012 3460 0001 7541 0089

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

May 23, 2013

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

RE: Property address: 1194 DEATS DR UNIT 2
Annual Vacant Building Registration
2nd Year Fee Due exempt
Case Number: 12-00001118

Dear Sir or Madam:

This property was registered as a vacant building within the City of Dover. Annual registrations and fees are required each year the building remains vacant. Please complete the enclosed registration form and return payment by June 23, 2013. Mail registration form and required payment to:

City of Dover
Planning and Community Development Department
15 Loockerman Plaza
Dover, DE 19901

If the property is no longer vacant, or meets the requirements for exemption of payment as identified in the enclosed brochure, please complete the registration form with the updated information and return to this office.

I can be reached by phone at 302-736-7011 or email at rcoburn@dover.de.us, should you have any questions or concerns.

Sincerely,

Ronald L Coburn Jr.

Ron Coburn
Code Enforcement Officer

Attachments
File

City of Dover Vacant Building Registration

AMT DUE 250.00 **AMT PAID** _____

DATE DUE 5-25-12 **CASE #** 12-1118 **DATE REGISTERED** 5/23/12

Vacant Since: 2010 (?)* Tax Parcel # ED05-086.05-01-110.000-302

Property Address: 1194 Peals DR, Unit 2

Previous Property Owner: Powell

Current Property Owner: Creekside Construction LLC

Address: 152 S. State Street

Dover, DE 19901

Phone: (302) 678-0783 Cell: [redacted]

Responsible Person/Agent: Joseph Petrosky

Address: Same

Phone: _____ Cell: _____

****Mailing address for all correspondence**: Same

Insurance on Building: (Y) / N (please circle)
If Yes: Name of Insurance Company: L+W Insurance

Exempt from Registration Fee: (Y) / N (please circle)
Explanation of Exemption if granted: Unit for Sale - See Website & Mail

* Under Construction

****If building is for sale or lease – Listed selling price** $ 229,000.

*****Attach a copy of the Realtors Listing Sheet (REQUIRED)**

Owner Signature: Creekside Construction LLC By _____ Date: 5/23/12

STAFF USE ONLY

Staff Use Only:

RECEIVED
MAY 24 2012
CITY OF DOVER
INSPECTIONS & PLANNING

Staff Registered: Y / N
Owner Notified: Y / N
REVISED 07/02/09

Staff Member: _____
Date Owner Notified: _____

Subject: Re: Creek Stone Construction, 1194 Deats Drive, Units 1 & 2, Dover, DE
Date: Tuesday, May 22, 2012 9:43:18 AM ET
From: Joseph Petrosky
To: Townshend, Ann Marie

Thank You, I am still interested on the intent of the ordinance as I have stated. If this market does not change and the units are not sold, this fee will eventually be due correct? And could grow to $2,000. Per year.

From: "Townshend, Ann Marie" <ATownshend@dover.de.us>
Date: Tue, 22 May 2012 13:36:14 +0000
To: Joseph Petrosky <jmp@cpcommercial.com>
Cc: "Akers, Gregory C" <GAkers@dover.de.us>, "Taraila, Tim" <TTaraila@dover.de.us>, "Martin, Ed" <emartin@dover.de.us>
Subject: RE: Creek Stone Construction, 1194 Deats Drive, Units 1 & 2, Dover, DE

Joe,

I concur with your follow-up on our conversation. You can work with Greg Akers and our front office staff to extend the permit.

With regard to vacant building registration, please fill out the forms and provide documentation of the properties being listed for sale. With this documentation, we will be able to exempt the buildings from the registration fee.

Ann Marie Townshend, AICP
Director, Planning & Community Development
City of Dover
P.O. Box 475
Dover, DE 19903

(302) 736-7196 (Phone)
(302) 736-4217 (FAX)

From: Joseph Petrosky [mailto:jmp@cpcommercial.com]
Sent: Tuesday, May 22, 2012 9:30 AM
To: Townshend, Ann Marie
Cc: Akers, Gregory C
Subject: Creek Stone Construction, 1194 Deats Drive, Units 1 & 2, Dover, DE

Ann Marie, following up our telephone conversation a few weeks ago regarding the building permits for these two units. To refresh your memory we discussed the renewal of the building permits. I have a few items to compete on the exterior. The units are about 90% complete on the interior, we typically finish the interiors to suit the buyers needs and wants so there really is no way to finish them until we get a contract to purchase.

As I also mentioned I had received a letter from Edward Martin for these two address concerning the units being vacant.

The units are currently and have been on the market, believe me I wish we could have sold them a long time ago, I certainly have no benefit nor desire to keep these units vacant its just that we have not been able to sell them.

In reading the ordinance it seems to me the intent was not for new construction as no one envisioned a market

where units would sit on the market for 2 or even 4 years? It seems the intent was to control and inventory vacant, unattended properties that were not being maintained by their owners? This ordinance by my reading could result in a a fee of up to $2,000. Per year because I can not sell these units??

I am requesting an exemption on the fee described in Mr. Martins letter dated April 23, 2012 and ask for clarification on the ordinances applicability to new construction homes that are simply vacant because of the market.

Thanks

Joseph M Petrosky

302/270-7613

REALTOR® EQUAL HOUSING OPPORTUNITY

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

1. BROKER. Remax Horizons, in consideration of diligent services to be performed is granted the exclusive right to sell my/our property identified in paragraph #3 herein from effective date as stated on the last page of this Agreement.

2. SELLER NAME & MAILING ADDRESS.

Creekstone Construction, L.L.C.

Email Address:

Primary Phone: 302-270-7613 Secondary Phone: (302) 678-3276

3. PROPERTY DESCRIPTION. TAX PARCEL # TBD ED05-086.05-01-110-302 being situated in Kent County, Delaware and further identified as Creekstone units 1194 Desoto Dr. Unit 2, Dover, DE 19904

INCLUSIONS/EXCLUSIONS: Unless specifically excluded by this Agreement the listed price shall also include the following, as and if now installed, stored in, or located on the Property: all presently existing plumbing, heating, electrical and central air conditioning systems; and all other permanent or attached fixtures including but not limited to, all existing shutters, awnings, wall to wall carpeting, radiator covers, cabinets, shelves, mirrors fixed in place, attic/exhaust fans, lighting and plumbing fixtures, and landscaping. Certain other now existing items which may be considered personal property, whether installed or stored upon the Property, are included, as follows: **(If neither column is checked, item shall be considered excluded.)** ***Should the Sellers Disclosure of Real Property Condition Report differ from the below list of included items, the below list shall supersede; however, the Agreement of Sale will be the final list of what is included or excluded.***

YES	NO		YES	NO		YES	NO	
☐	☐	Oven or Range	☐	☐	Window A/C Units #____	☐	☐	Draperies/Curtains
☐	☐	Cooktop	☐	☐	Smoke Detectors	☐	☐	Drapery/Curtain rods
☐	☐	Wall Oven(s) #___	☐	☐	Fireplace Equipment	☐	☐	Shades/Blinds
☐	☐	Refrigerator(s) #___	☐	☐	Fireplace Screen/Doors	☐	☐	Cornices/Valances
☐	☐	with icemaker	☐	☐	Electronic Air Filter	☐	☐	Sheds/Outbuildings #____
☐	☐	Freezer	☐	☐	Attic fan	☐	☐	Playground Equipment
☐	☐	Dishwasher	☐	☐	Whole house fan	☐	☐	Wood Stove
☐	☐	Disposal	☐	☐	Window Fan(s) #____	☐	☐	Satellite Dish
☐	☐	Microwave	☐	☐	Ceiling Fan(s) #____	☐	☐	with controls & Remote(s)
☐	☐	Washer	☐	☐	Central Vacuum	☐	☐	Fuel Storage Tank(s) (owned)
☐	☐	Clothes Dryer	☐	☐	with attachments	☐	☐	Fuel Storage Tank(s) (leased)
☐	☐	Bathroom Vents/Fans	☐	☐	Intercoms	☐	☐	Security Systems (owned)
☐	☐	Trash Compactor	☐	☐	Solar Equipment	☐	☐	Security Systems (leased)
☐	☐	Water Conditioner (owned)	☐	☐	Attached Antenna/Rotor	☐	☐	Fire detecting equip (owned)
☐	☐	Water Conditioner (leased)	☐	☐	Range Hood-exhaust fan	☐	☐	Fire detecting equip (leased)
☐	☐	Water Filter	☐	☐	Garage Opener(s) #_____			
☐	☐	Water Heater	☐	☐	with remote(s) #_____			Other Items Included/Excluded
☐	☐	Sump Pump	☐	☐	Pool Equipment			
☐	☐	Storm Windows/Doors	☐	☐	Pool cover	☐	☐	_____
☐	☐	Screens	☐	☐	Hot Tub, Equipment	☐	☐	_____
☐	☐	Furnace Humidifier	☐	☐	with cover	☐	☐	_____
☐	☐	Furnace De-Humidifier						

Additional Inclusions: To Be Determined

Additional Exclusions: To Be Determined

4. LEASE CONDITION. Is Property sold subject to any existing lease/rental agreements? Yes ☐ No ■

5. LISTED PRICE. The listed price of the property is: $ 289,000 unless modified in writing by Seller.

6. POSSESSION. Possession is to be conveyed at time of settlement or on such other date agreed to by Seller and Buyer.

©Copyright 2009 by Delaware Association of REALTORS®. All Rights Reserved. Last Modified August 6, 2009. This form has been created exclusively for the use of the association members and those with written permission. The use of this form for any transaction that does not involve the participation of an association member is strictly prohibited and is in violation of Federal Copyright laws.

7. TERMINATION. This Agreement will expire at 11:59pm 5/24 20 13. Broker shall not be obligated to continue to market the property after an offer has been accepted by the Seller. In the event an agreement of sale is ratified during the term of this Exclusive Right To Sell Listing Agreement which subsequently becomes null and void prior to the termination date herein, the Broker shall continue to market the property for the duration of this Agreement and any extension thereof. Should any agreement of sale ratified during the term of this Exclusive Right to Sell Listing Agreement not settle until after the Termination date herein, any Brokerage Fee due Broker under this Listing Agreement shall remain due to Broker no later than the date of final settlement.

8. CANCELLATION. Either party may cancel this Agreement upon 1 days written notice after 1 days from effective date.

9. BROKERAGE FEE. Seller agrees to pay Broker a commission of 5% (% and/or $) of the selling price for services rendered, if, during the term of this Agreement (or extension): (1) Broker produces Buyer ready, willing and able to purchase subject property at the listed price/terms contained in this Agreement or other price/terms acceptable to Seller; or (2) subject property is sold or exchanged by any other Broker or person whomsoever including Seller. The Brokerage Fee will also be due Broker in the event subject property is sold, conveyed, or otherwise transferred by Seller within 180 days after termination of this Agreement to a Buyer introduced to subject property by Broker or other cooperating Broker during the term of this Agreement. (This provision does **NOT APPLY** in the event subject property is listed with another Broker at time of sale).

10. CO-OPERATION. Broker is authorized to offer cooperation and compensation to other Brokers as a Buyer(s) Agent with the Broker/Agent representing the Buyer of the property. Broker is XX is not ____ authorized to offer cooperation and compensation to other Brokers as subagents. Compensation to other Brokers: 2.5% ($ and/or %)

11. EXCLUSIVE RIGHT TO SELL. During the term of this Agreement, or any extension(s) thereof, Seller agrees not to sell or negotiate for the sale of subject property except through Broker designated herein, nor give any other Broker, firm, or person authorization to sell or negotiate for the sale of subject property.

12. DISBURSEMENT OF DEPOSITS. The Seller acknowledges and agrees that deposit monies held on account by Broker shall only be disbursed under one of the following conditions:

A. Upon final settlement hereunder; OR
B. Upon a release being signed by all parties to the transaction authorizing disposition of these funds; OR
C. Upon the filing of an interpleader action in the proper court, thereby causing these funds to be deposited with the court; OR
D. At such time as one of the parties to the transaction files suit and the court orders the disbursement of these funds.

Seller agrees that upon payment of deposit monies into court, Seller shall have no further right, claim, demand or action against Broker regarding the return or disposition of the deposit monies.

13. SELLER REPRESENTATION.

A. Seller warrants that the information in this Agreement is true and correct to the best of Seller's knowledge and belief, and may be used as a basis for presenting the Property to prospective Buyers.

B. Seller shall indemnify and hold Broker harmless from any claim, damages, judgment, and costs, expressly including reasonable attorney fees, arising out of or from any occurrence incident to any mistake, exaggeration, omission, inaccuracy of said information, or escrow dispute, including any omission or inaccuracy on applicable disclosure documents.

C. Seller hereby agrees to conduct all negotiations pertaining to the sale of the Property through the Broker and cooperate with the Broker fully in the Broker's efforts to sell the Property.

D. Seller further understands and agrees that Seller, and not the Broker, is responsible for the care and physical condition of the Property, its management, maintenance, and repair.

E. Seller acknowledges reading and signing the Consumer Information Statement of the Delaware Real Estate Commission.

14. SELLER OBLIGATIONS.

A. Seller will convey to Buyer a good, marketable, fee simple title by deed of special warranty, or assignment of Leasehold estate and/or title to manufactured home, as applicable, free and clear of encroachments that would be shown by a survey, liens, and encumbrances of record, but subject to all existing easements and restrictions of record.

B. Seller agrees to execute any agreement, deed, leasehold interest assignment or other document(s) necessary to fulfill this Agreement. As appropriate, such documents will contain covenants of warranty conveying good and marketable title to Buyer. Evidence of marketable title may be in the form of a Policy of Title Insurance obtained at expense of Buyer. In the event a title examination discloses title is imperfect and marketable title cannot be delivered by Seller within a reasonable time, Broker will nevertheless be entitled to the full agreed commission provided herein.

C. Seller agrees to furnish Broker such documents as necessary and reasonable to bring about the sale of subject property, such as, but not limited to: proof of ownership, tax records, property income/expense records, existing rental/lease agreements, any current well &/or septic inspection reports, and similar documents, and authorizes the Broker to give this information to prospective Buyers.

D. Taxes, special assessments, water, sewer, and other public charges, ground rent, condominium fees, rental monies, fuel, public utility charges and other fixed charges are to be prorated as of date of settlement unless otherwise designated herein. Seller acknowledges realty transfer tax obligation as applicable.

E. Seller grants Broker permission to use a house key and/or a keyed combination, or electronic lockbox for the purpose of entering and exiting the

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Property for showings and inspections.

F. Seller agrees to refer to Broker all inquiries of Brokers, Agents or others expressing interest in Seller's property.

G. If applicable, Seller warrants to Broker and all potential Buyers that all known defects contained in the Property have been fully, accurately, and truthfully disclosed in writing to the best knowledge of the Seller on any Sellers Disclosure of Real Property Condition Report, Radon Disclosure Form, Lead Based Paint Disclosure, or any other applicable disclosure forms, and that no defects have been communicated to the Broker by Seller, either verbally or in writing, that are not contained on those forms. Broker is authorized to convey the aforementioned disclosures to prospective Buyer.

H. Sale may be contingent on Buyer obtaining mortgage financing which may be contingent upon inspections and/or appraisals required by the lender. In this event, Seller agrees to permit access to the Property at reasonable times for such purpose and will insure that all utilities are on for all inspections until time of settlement.

15. SELLER ACKNOWLEDGEMENT.

A. Seller recognizes that persons not under the control of Broker, such as other Brokers, other Broker's Salespersons, prospective Buyers and experts retained by prospective Buyers may come into Seller's house and property without Broker's supervision through the use of a lockbox and/or key. Seller is cautioned to safeguard their valuable possessions so as to avoid theft or damage. Broker will in no way be responsible for any injury to prospective Buyers, inspectors or appraisers that occur on the Property or any loss or damage to Seller's Property.

B. Seller agrees to indemnify and hold harmless Broker, Broker's salespersons, Cooperating Brokers, their associated Salespersons, the State or local Associations of REALTORS®, and experts retained by a Buyer or prospective Buyer, from and against any and all claims or damages, including their reasonable attorney's fees and costs, arising out of the use of a lockbox and/or key, including but not limited to, claims for loss of property or for injury to persons or property. Seller shall maintain fire and liability insurance until the time of settlement. Seller agrees that Broker is not responsible for fire, vandalism, theft, damage or destruction of any nature caused by others during the term of this Agreement.

C. Seller hereby acknowledges that the listing Agent may take interior and exterior photographs, prepare virtual tours, and/or use other media for the purpose of advertising the property, including multiple listing services and the internet. Under certain circumstances, a Buyer accompanied by an Agent may record images of the property for purposes of facilitating a sale. Broker cannot control unauthorized use of digital or social media.

D. Seller authorizes Broker to show the property to prospective Buyers and to place a "for sale" sign on the property. Once the property is under an Agreement of Sale, Broker may display a "sale pending/sold" sign on property until date of final settlement. All signs will be removed upon termination of this Agreement.

16. BROKER AUTHORIZATION.

A. Broker is authorized to accept and hold in escrow a deposit to apply towards purchase price. In the event the deposit is forfeited, one-half will be paid to Seller and one-half paid to Broker as compensation, provided Broker's share does not exceed agreed commission amount.

B. All advertising, which may include, but is not limited to, magazines, newspapers, internet, signs, and other promotional vehicles, deemed advisable by Broker, is hereby authorized by Seller, and unless otherwise specified, shall be paid by Broker.

C. Broker is authorized to submit the property and related documents to any Multiple Listing Service in which Broker is a participant. Broker is authorized to report that the property is under contract when Owner enters into an agreement of sale and to report all sales information including the sale price and terms with the understanding that the sale price and terms will not be published before settlement.

D. When submitting the property to any Multiple Listing Service, Broker shall disseminate property information in conformity with the Seller's instructions below. The Seller may elect to Opt Out of any of the following provisions by checking NO in the corresponding box:

a. ■ Yes ☐ No The Seller authorizes the listed property to be displayed on the Internet.
b. ■ Yes ☐ No The Seller authorizes the numerical address of the listed property to be displayed on the Internet.
c. ■ Yes ☐ No The Seller authorizes the automated valuation of the listed property.
d. ■ Yes ☐ No The Seller authorizes the blogging features associated with the listed property.

Seller understands and acknowledges that if they answer NO to question (a) above, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches. Seller further understands and acknowledges that certain data may be made available on the internet through other sources which the Broker and local MLS cannot control.

E. Broker is authorized to obtain descriptive and factual information from Seller about Property and to update such information as warranted.

F. In addition the Broker will:

a. Receive delivery of, and present, offers and counteroffers.

b. Assist the Seller in developing, communicating, negotiating and presenting offers, counteroffers and notices relating to offers and counteroffers.

c. Answer Seller's questions relating to offers, counteroffers, notices, negotiations and contingencies.

G. Seller is advised that prospective Buyers or cooperating Brokers may inquire of Broker or Broker's Agents as to whether existing written offer(s) have been received for the purchase of the Property. The disclosure of the existence of written offer(s) could be either beneficial or detrimental to Seller. Such disclosure could result in the interested Buyer making the highest and best offer as promptly as possible, or, such disclosure could result in the interested Buyer electing not to make an offer, therefore, check only one box below;

a. XX Seller does authorize the Broker or Broker's Agents to disclose the existence of other written offers in response to inquiries from prospective Buyers or cooperating Brokers.

b. _____ Seller does NOT authorize the Broker or Broker's Agents to disclose the existence of other written offers in response to inquiries from prospective Buyers or cooperating Brokers.

c. _____ Seller will authorize Broker or Broker's Agent at the time a written offer is presented to seller as to how to proceed with the distribution of appropriate information related to the offer(s) upon inquiries from prospective Buyers or cooperating Brokers.

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17. FAIR HOUSING. All Parties agree to comply with all Fair Housing and Civil Rights laws in the purchase and sale of the Property and further agree specifically not to discriminate against any person because of RACE, COLOR, NATIONAL ORIGIN, RELIGION, CREED, SEX, MARITAL STATUS, FAMILIAL STATUS, AGE, SEXUAL ORIENTATION, and/or HANDICAP/DISABILITY.

18. HEIRS AND ASSIGNS. This Agreement is binding upon the parties' respective heirs, personal representatives, successors and assigns.

19. ADDENDUMS. Any attached addendum(s) are only applicable if marked **YES** or checked. **NO** or a blank means Seller is waiving the opportunity to include the contingency or clause. If language in this Agreement and Addendum(s) are in conflict, unless otherwise provided herein, then the addendum(s) will supersede this Agreement.

YEs Seller's Disclosure of Real Property Condition Report, unless exempt by State Law

No Lead Based Paint Disclosure Form, unless exempt by Federal Law

Yes1 Radon Disclosure Form, unless exempt by State law

No DUCIOA (Delaware Uniform Common Interest Ownership Act) Resale Certification Form

Yes1 Consumer Information Statement

No Septic Certification

No List of Lienholder(s)

No Other N/A

20. HOMEOWNER'S WARRANTY. Seller is advised that a Homeowner's Warranty may be available. A Homeowner's Warranty is only part of this Agreement if Seller agrees to purchase a warranty. Seller is advised to request information about what is included in the warranty and what is excluded (for example, preexisting conditions) and the amount of the deductible.

21. SPECIAL TERMS. N/A

22. ENTIRE AGREEMENT. This Agreement constitutes the entire terms and provisions of this Exclusive Right to Sell Listing Agreement between Seller and Broker and may be used as a basis for presenting the property to prospective Buyer. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire agreement of the parties and cannot be changed except by their written consent. This Agreement shall survive execution and delivery of the Agreement of Sale and closing documents and shall not be merged therein. The singular forms "Seller" and "Buyer" are used in this Agreement solely as a convenience and is intended to include all parties who are Sellers and Buyers.

23. ACKNOWLEDGMENT. Seller acknowledges he/she has read, fully understands, and consents to this Exclusive Right to Sell Listing Agreement, and acknowledges receipt of a copy.

24. SELLER AUTHORITY. I/We hereby certify that I am/we are all the Seller(s) and am/are authorized to transfer the Property and hereby agree to the above terms, and that no other third party consent is necessary or has been omitted to execute this Agreement or convey the property and by signing below hereby agree to the above terms.

Seller _____ Date 5/24/2012 20 ____

Seller _____ Date _____ 20 ____

Seller _____ Date _____ 20 ____

Broker Acceptance _____ Effective Date 5-24-2012

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Division of
Code Enforcement
15 Loockerman Plaza
Dover, DE 19901

City of Dover

Phone: (302) 736-7011
Fax: (302) 736-4217

April 23, 2012

CREEKSTONE CONSTRUCTION LLC
156 S STATE ST
DOVER DE 19901

RE: Property Address: 1194 DEATS DR UNIT 2
Tax Parcel #: ED-05-086.05-01-110.000-302
Case Number: 12-00001118

Dear Sir/Madam:

On June 26, 2006, the Dover City Council adopted the Vacant Building Ordinance to reduce the negative impact vacant buildings have on the surrounding businesses and neighborhoods. This letter is to inform you that your building has been found to be vacant as defined under Article 12, Chapter 22 of the Dover Code of Ordinances.

In accordance with this ordinance, this building must be registered with the City of Dover. Enclosed with this notice is a registration form. Please return this form by May 25, 2012 to the City of Dover Department of Planning and Inspections. Failure to return the form within 30 days of mailing will result in the building being registered by this department.

An annual registration fee shall be paid at the time of registration. If the building inspector registers the building as vacant the fee shall be due not later than 30 days after the building is registered as vacant. Please read the enclosed leaflet for more information on fees and any exemptions that may apply with the fees.

The building inspector shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this article. Upon request of the building inspector, an owner shall provide access to all interior portions of a vacant building in order to permit a complete inspection.

Please contact this office between the hours of 8:30 a.m. and 5:00 p.m. at (302) 736-7011 with any questions or concerns regarding this letter.

Sincerely,

Edward Martin

EDWARD MARTIN
Code Enforcement Officer

cc: file

Tax Account ID [redacted] DRS from Location Master 23604704
Tax Map Number ED-05-086.05-01-110.000-302 Owner Name CREEKSTONE CONSTRUCTION LLC
Property Address 1194 DEATS DR UNIT 2

Date	Yr	Rl	Pd	Ent	Transaction	Adjustment	Amount	Base	Other	Balance
7/20/10	10	RE	1		Bill		158.77	158.77	.00	158.77
2/10/11	10	RE	1	CITY	Payment		173.06-	158.77-	14.29-	.00
	10 Billed:		158.77		Paid/adj:	158.77-	Unappl:	.00	Due:	.00
7/01/11	11	RE	1		Bill		158.77	158.77	.00	158.77
8/06/12	11	RE	1	CITY	Payment		187.35-	156.39-	30.96-	2.38
12/31/12	11	RE	1	CITY	Payment		2.52-	2.38-	.14-	.00
	11 Billed:		158.77		Paid/adj:	158.77-	Unappl:	.00	Due:	.00
7/01/12	12	RE	1		Bill		158.77	158.77	.00	158.77
12/31/12	12	RE	1	CITY	Payment		170.68-	158.77-	11.91-	.00
	12 Billed:		158.77		Paid/adj:	158.77-	Unappl:	.00	Due:	.00
7/01/13	13	RE	1		Bill		158.77	158.77	.00	158.77
7/09/14	13	RE	1	CITY	Payment		187.35-	158.77-	28.58-	.00
	13 Billed:		158.77		Paid/adj:	158.77-	Unappl:	.00	Due:	.00
7/01/14	14	RE	1		Bill		158.77	158.77	.00	158.77
10/01/14	14	RE	2		Bill		396.74	396.74	.00	555.51
3/16/15	14	RE	1	CITY	Payment		177.82-	158.77-	19.05-	396.74
3/16/15	14	RE	2	CITY	Payment		426.50-	396.74-	29.76-	.00
	14 Billed:		555.51		Paid/adj:	555.51-	Unappl:	.00	Due:	.00
7/01/15	15	RE	1		Bill		128.79	128.79	.00	128.79
7/31/15	15	RE	1	CITY	Payment		128.79-	128.79-	.00	.00
	15 Billed:		128.79		Paid/adj:	128.79-	Unappl:	.00	Due:	.00
7/01/16	16	RE	1		Bill		128.79	128.79	.00	128.79
7/29/16	16	RE	1	CITY	Payment		128.79-	128.79-	.00	.00
	16 Billed:		128.79		Paid/adj:	128.79-	Unappl:	.00	Due:	.00
	Total Billed:		1,448.17		Paid/adj:	1,448.17-	Unappl:	.00	Due:	.00

Tax Account ID [redacted] DRS from Location Master 23604700
Tax Map Number ED-05-086.05-01-110.000-301 Owner Name [redacted]
Property Address 1194 DEATS DR UNIT 1

Date	Yr	Rl	Pd	Ent	Transaction	Adjustment	Amount	Base	Other	Balance
7/20/10	10	RE	1		Bill		158.77	158.77	.00	158.77
2/10/11	10	RE	1	CITY	Payment		173.06-	158.77-	14.29-	.00
	10 Billed:		158.77		Paid/adj:	158.77-	Unappl:	.00	Due:	.00
7/01/11	11	RE	1		Bill		158.77	158.77	.00	158.77
8/06/12	11	RE	1	CITY	Payment		187.35-	156.39-	30.96-	2.38
12/31/12	11	RE	1	CITY	Payment		2.52-	2.38-	.14-	.00
	11 Billed:		158.77		Paid/adj:	158.77-	Unappl:	.00	Due:	.00
7/01/12	12	RE	1		Bill		158.77	158.77	.00	158.77
12/31/12	12	RE	1	CITY	Payment		170.68-	158.77-	11.91-	.00
	12 Billed:		158.77		Paid/adj:	158.77-	Unappl:	.00	Due:	.00
7/01/13	13	RE	1		Bill		158.77	158.77	.00	158.77
7/16/13	13	RE	1	CITY	Payment		158.77-	158.77-	.00	.00
10/01/13	13	RE	2		Bill		403.08	403.08	.00	403.08
10/08/13	13	RE	2	CITY	Payment		403.08-	403.08-	.00	.00
	13 Billed:		561.85		Paid/adj:	561.85-	Unappl:	.00	Due:	.00
7/01/14	14	RE	1		Bill		696.21	696.21	.00	696.21
7/16/14	14	RE	1	CITY	Payment		696.21-	696.21-	.00	.00
	14 Billed:		696.21		Paid/adj:	696.21-	Unappl:	.00	Due:	.00
7/01/15	15	RE	1		Bill		967.55	967.55	.00	967.55
7/14/15	15	RE	1	CITY	Payment		967.55-	967.55-	.00	.00
	15 Billed:		967.55		Paid/adj:	967.55-	Unappl:	.00	Due:	.00
7/01/16	16	RE	1		Bill		967.55	967.55	.00	967.55
7/15/16	16	RE	1	CITY	Payment		967.55-	967.55-	.00	.00
	16 Billed:		967.55		Paid/adj:	967.55-	Unappl:	.00	Due:	.00
	Total Billed:		3,669.47		Paid/adj:	3,669.47-	Unappl:	.00	Due:	.00