

Brennen Estates

Architectural Guidelines

Single Family Homes

Brennan Estates
C/o Aspen Property Management
P.O. Box 858
Elkton, MD 21922
Office (410) 620-2598
Fax (443) 303-8890
info@aspenpropertymgmt.com
www.aspenpropertymgmt.com

Created: 09.23.19

Table of Contents

1. General Regulations for Modifications and/or Additions to Property **(p. 1)**
2. Sanctions **(p. 1)**
3. Lot Use Guidelines and/or Restrictions **(pp. 2-3)**
 - a. Vehicle Guidelines/Restrictions **(pp. 2-3)**
 - b. Propane Tanks **(p. 3)**
 - c. Trash Removal **(p. 3)**
 - d. Firewood Piles **(p. 3)**
 - e. Fans/Air Conditioners **(p. 3)**
 - f. Solar Panels **(p. 3)**
 - g. Exterior Lighting and Painting **(pp. 3)**
4. Landscaping Guidelines and/or Restrictions **(p. 3-4)**
 - a. Lawn Signs **(p. 3-4)**
 - b. Vegetable Gardens **(p. 4)**
 - c. Mailboxes **(p. 4)**
5. Structural Guidelines and/or Restrictions **(pp. 4-6)**
 - a. Roofing **(p. 4)**
 - b. Siding, Shingles, Trim **(p. 4)**
 - c. Satellite Dishes and Antennas **(p. 4)**
 - d. Storm and Screen Doors **(p. 4)**
 - e. Retaining Area for Pets **(p. 4)**
 - f. Chimneys **(p. 4)**
 - g. Hot Tubs and Spas **(p. 4)**
 - h. Pools **(p. 4-5)**
 - i. Play Sets and Structures **(pp. 5)**
 - j. Patios **(p. 5)**
 - k. Fences **(p. 5)**
 - l. Decks **(pp. 5-6)**
 - m. Sheds **(pp. 6)**

1. General Regulations for Modifications and/or Additions to Property

- a. All modifications and/or additions to your property must meet:
 - i. County Building and Fire Codes
 - ii. Building permits if required
 - iii. HOAAC approval
 1. Owner must submit a detailed drawing to the HOA Architectural Committee for approval or documentation depending on applicability
 2. Drawing must convey what the structure will look like as well as the dimensions, and where it will be located with regards to existing home

2. Sanctions

- a. Any property owner in violation will be subject to the following:
- b. Will incur a monetary penalty, plus all cost incurred in attorneys and legal fees.
- c. Also, the Board of Directors has the right to remove all violations at the violator's expense by following the proper procedures.

3. Violations of Rules, Regulations, Bylaws, and Declaration

- a. Reporting a Violation
 - i. Any Lot Owner or occupant may report a violation of the Rules and Regulations, Bylaws, or Declaration, in writing or email, to the Board of Directors through the Management Agent. The alleged violation will be described as completely as possible, giving an account of what happened, the names of those involved, Lot numbers or addresses if known, and the time and place of occurrence. The Board of Directors or Management Agent may also initiate such action when violations are brought to their attention.
- b. Dispute Resolution
 - i. The Board of Directors will not impose a fine, suspend voting rights (unless the suspension is related to the Lot Owner's failure to provide a current address or a statement of lien has been filed against the Lot and the lien has not been satisfied), or infringe upon any other rights of a Lot Owner or other occupant for violation of the Declaration, Bylaws, or the Rules and Regulations until the following procedure is followed:
 - ii. Demand: Written demand to cease and desist from an alleged violation will be served upon the alleged violator specifying: (1) the alleged violation; (2) the action required to abate the violation; and (3) a time period, not less than ten (10) days, during which the violation may be abated without further sanction. If the violation is a continuing one, or a further violation of the same rule, sanctions may be imposed after a notice and hearing.
 - iii. Notice: Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board will serve the alleged violator with written notice of a hearing to be held by the Board. The notice will contain: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time will be not less than ten (10) days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and (4) the proposed sanction to be imposed.
 - iv. Hearing: At the hearing, the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing will be held in executive session unless the violator demands a public hearing pursuant to a notice affording the alleged violator a reasonable opportunity to be heard. Prior to the implementation of any sanction hereunder, proof of notice and the invitation to be heard will be placed in the minutes of the hearing. This proof will be deemed adequate if the person who delivered such notice enters a copy of the notice, together with a statement of the date and manner of delivery. The notice requirements will be deemed satisfied if the alleged violator appears at the

hearing. The minutes of the hearing will contain a written statement of the results of the hearing and the sanction, if any, imposed. A decision by the Board of Directors pursuant to these procedures will be appealable to the Courts of Maryland.

- v. Owner's Failure to Comply: If any Lot Owner fails to comply with the Declaration, Bylaws, Rules and Regulations, or a decision rendered pursuant to this Section, the Lot Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Lot Owner.
- vi. Effect of Failure to Enforce Provision: The failure of the Association to enforce a provision of the Declaration, Bylaws, or the Rules and Regulations on a given occasion is not a waiver of the right to enforce that provision on any other occasion.
- vii. Sanctions: If, after notice and hearing as stated herein, the Board of Directors will determine that there has been a violation of the Declaration, Bylaws or Rules and Regulations, it will have the power to impose sanctions against the Lot Owner, including reasonable monetary fines as stated herein.
- viii. Penalties and Fines: Penalties and Fines will be dependent on the severity of the violation not to exceed \$250.00.

4. COMMON AREA RESTRICTIONS:

Failure to comply with the following Rules and Regulations may result in the assessment of fines and other actions, to include the towing of vehicles and other associated items, in accordance with those procedures and schedules established by the Board of Directors in Section IV, Violations of Rules, Regulations, Bylaws and Declarations

- a. Uses: Common Areas will only be used for recreational, park, beautification or amenity purposes for residents and invited guest. No Owner will make any exclusive or proprietary use of any of the Common Areas. The installation of basketball hoops or the placement of portable basketball hoop devices on any Common Area or road of the community is prohibited.
- b. Activities: Noxious or offensive activities will not occur on or about any of the Common Areas, nor will anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Ground Conditions (example: wet grass) must be such that no damage will occur to Common Areas during any activity. Should damage occur to the Common Areas as a result of the actions of an Owner, tenant, or guest, the Owner will be held legally and financially liable. Offensive activities, as defined by the Board of Directors, will not be carried out upon any of the Common Areas. Yard Sales or commercial activities are not permitted on the Common Areas. Block Parties, which impede street traffic or alter parking, are not permitted. All debris from block parties or yard sales must be removed no later than forty eight (48) hours following the event. No littering on the Common Areas is permitted. Soliciting upon the Common Areas is prohibited.
- c. Signs: No signs of any character will be erected, posted or displayed upon, in, from, or about any Lot or the Common Areas. Unauthorized signs placed on the Common Area may be removed and discarded without any warning to owners, agents or vendors. Despite the foregoing, one temporary real estate sign in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary sign will be removed promptly following the sale or rental of such dwelling. Real estate signs advertising an open house may be placed on the Common Areas between Friday and Sunday. Notwithstanding the prohibitions on signage contained herein, an Owner may post or display on his or her Lot (but not in any Common Area), one or more signs on behalf of a candidate for

public office or a slate of candidates for public office, or a sign that advertises the support or defeat of any question submitted to the voters for a period of time not to exceed thirty (30) days before and seven (7) days after the primary election, general election or vote on the proposition.

d. **Trash & Storage:** The Common Areas will not be used or maintained as a dumping ground for rubbish, trash, debris, construction material, garbage, yard waste or grass clippings, nor will other waste be kept thereon, except in trash containers provided by the community in designated recreational areas. Fires and burning of any material in the Common Areas is strictly prohibited. Personal belongings (i.e. fire wood, building materials, children's toys or any other personal belongings of a resident) will not be kept or stored on the Common Areas.

e. **Vehicle Restrictions:**

- i. Homeowners and Tenants alike will be responsible for ensuring that their family members, tenants, guests, agents, invitees, and licensees are fully apprised of the Association's parking rules and regulations.
- ii. Inoperable, disabled, abandoned, unlicensed or unregistered vehicles, trailers and RV's of any kind will NOT be parked or stored in any space or on any street or parking area within the Association, to include County access roads, at any time.
 1. These vehicles will be removed at the owners risk and expense.
- iii. No major vehicle repairs (e.g. engine repair, transmission repair) will be carried out on any Lot or upon the Common Area. Regular maintenance or repair (e.g. oil change, tire rotation, air filter or headlight replacement) is permitted. Such repairs must be completed in one day. The owner of the vehicle is responsible for any damage to the Common Areas or other Lots caused by the basic repairs or maintenance performed to any vehicle. The owner of the vehicle will promptly remove all trash, equipment and unused work materials once the basic repairs or maintenance on the vehicle is completed. No vehicle will be left unattended while on jacks or other elevating device.
- iv. Campers, RV's, boats and trailers will only be parked within the community for the time necessary to load and unload them, which will not exceed twenty-four (24) hours. Campers, RV's, boats, trailers and recreational equipment will not be permanently parked or stored in any space or on any street or parking area within the Association. Commercial and Work vehicles will not be parked or stored in any space or on any street, Lot or parking area within the Association. A commercial vehicle is defined under Department of Transportation Regulations 49 U.S.C. 5103. Work Vehicles are any vehicles that meet all of the following: (1) Do not fit in a standard parking space. (2) The primary use is for business or commercial purposes. (3) Is not suited for the transportation of a family and (4) weigh over $\frac{3}{4}$ ton.
- v. Vehicles parked in front of homes must be contained within the length and width of a normal parking space. No portion of a vehicle or its contents will protrude over the sidewalk or into the flow of traffic. Vehicles of this nature must be parked in the overflow or guest parking areas. Vehicles parking in designated handicap spaces must have either a license plates or hang tags visible while parking in the handicap space. Vehicles without the hang tag or licenses plate displayed will be towed at the owners risk and expense.
- vi. Blocking of vehicles is not permitted in the Association. Vehicles are not allowed to block in another vehicle in a parking spot or street. Vehicles belonging to a resident / owner, who have surrendered or abandoned the home, may not remain in the community.

- vii. Vehicles will not leak fluids (oil, transmission fluid, antifreeze, or any other hazardous material) onto the Association property. If a vehicle leaks fluids onto the property, the vehicle owner will promptly repair the vehicle to stop the leak(s) and repair all damages caused to the property at their sole expense.
 - viii. Parking is prohibited at the entrance or exit of any of the Association or County roadways, or within 30 feet of any of the intersections. Parking within 10 feet of a mailbox or 15 feet either side of a fire hydrant is prohibited. Red or painted curbs are "No Parking Zones". When parking along curbs, residents and guests must be aware of emergency vehicle access and vehicles backing out of parking spaces. Any vehicle blocking a fire lane, marked or unmarked are subject to immediate towing.
 - ix. Motorized vehicles, including but not limited to motor cycles and ATV's, are not to be driven or parked on the Common Area, grass, sidewalks or curbs.
 - x. Vehicles found to be parked in violation of New Castle County Code, or the Association's Governing Documents, (Declaration of Covenants, Bylaws and these Rules and Regulations) will be towed without prior notice given to the owner, at the owners risk and expense. The Board of Directors, in its sole discretion, will determine what and when the towing of vehicles and associated items are authorized.
 - 1. In the event that a vehicle, which is determined to be in violation of Delaware law, County Code, or the Association's Declaration, By-Laws or these Rules and Regulations, may be traced to a Homeowner within the Association, that Homeowner will be subject to the dispute resolution procedures set forth herein.
 - xi. No vehicles will remain parked in the community without moving at least every 30 days. This includes but is not limited to historic, overflow and excess vehicles. Motorcycles are exempt during the winter months.
- f. Insurance Rates: Nothing will be done or maintained in or on any of the Common Areas that will increase the rate of insurance thereon or result in the cancellation thereof. Nothing will be done or maintained in or on any of the Common Areas that is in violation of any law, rule, regulation or ordinance.
- g. Commercial Activities: Common Areas will not be used for commercial activities, including but not limited to, yard sales, vehicle sales, flea markets and tag sales of any type unless approved, in writing, by the Board of Directors in advance.
- h. Natural Resource District / Protected Wetlands: A large portion of the Association's Common Areas are located in a Natural Resource District/Protected Wetlands, which are subject to very strict laws that do not allow any type of disturbance to the property including but not limited to: cutting of trees, cutting of bushes, cutting of shrubs, clearing, digging, grading or any other type of modification to the natural state of these protected areas. Violators of these regulations could be subject to a civil penalty. Trapping or capture of any animal, wild or domestic, is prohibited unless approved by The Department of Natural Resources and the Association. No form of hunting or target practice is allowed. Brennan Estates will not be held responsible for trees or limbs that fall onto homeowner lots.
- i. Playground Rules: The following will apply to all Common Area playgrounds within the Association:

- i. Open dawn to dusk.
 - ii. Gathering and loitering are prohibited
 - iii. Playgrounds are intended for the use of small children.
 - iv. Alcoholic beverages and drugs are prohibited.
 - v. Smoking is prohibited.
 - vi. Littering is prohibited.
 - vii. Foul language and rude behavior is prohibited.
 - viii. Children under the age of twelve (12) should be supervised by an adult.
 - ix. Pets will not be permitted within the playground perimeter.
 - x. The Board of Directors may publish and post rules and regulations from time to time as necessary.
- j. Weapons: Weapons of any type are prohibited in the Community, Common Areas and Natural Resource areas. This includes, but are not limited to:
- i. Paint Ball Guns
 - ii. BB Guns
 - iii. Pellet Guns
 - iv. Rifles
 - v. Shotguns
 - vi. Pistols
 - vii. Potato Guns
 - viii. Slingshots
 - ix. Bow & Arrows

5. Lot Use Guidelines and/or Restrictions

- a. Vehicle Guidelines and/or Restrictions
 - i. General Guidelines and/or Restrictions
 - 1. No junk, commercial or recreational vehicle may be kept on the exterior of the garage or property except for the duration of a bona fide emergency.
 - 2. No vehicle may extend to, or block, the sidewalk.
 - 3. Repair of or extraordinary maintenance on any vehicle is prohibited.
 - ii. Specific Guidelines and/or Restrictions
 - 1. Junk Vehicles
 - a. Vehicle lacking a current valid license plate.
 - b. Present on property and not in operating condition for more than 30 days.
 - c. In a condition reasonably indicating it has been abandoned by its owner.
 - 2. Commercial Vehicles
 - a. Vans and pickup trucks are permitted.
 - b. Marked vehicles of permitted size MUST be parked in driveway or in the garage at all times.
 - c. Commercial and Work vehicles will not be parked or stored in any space or on any street, Lot or parking area within the Association. A commercial vehicle is defined under Department of Transportation Regulations 49 U.S.C. 5103. Work Vehicles are any vehicles that meet all of the following: (1) Do not fit in a standard parking space. (2) The primary use is for business or commercial purposes. (3) Is not suited for the transportation of a family and (4) weigh over ¾ ton.
 - 3. Recreational Vehicles
 - a. Vehicles such as boats, campers, house trailers, etc.
 - b. Prohibited from the property except during the 24-hour period prior to, and following, use (i.e. getting camper or boat ready for trip).
- b. Trash Removal

- i. Must be placed curbside for removal no earlier than the evening before, or the day of, the scheduled pickup.
 - ii. Trash containers are not allowed to be stored in the front or side yard of a home unless tastefully concealed.
 - c. Firewood Piles
 - i. Piles must be neatly stacked in the rear of the property.
 - ii. Piles must be covered with a dark green or brown tarp in order to blend in with the surrounding environment.
 - d. Fans and Air Conditioners
 - i. Fans
 - 1. Attic Fans
 - a. Subject to HOAAC approval.
 - 2. Window Fans
 - a. Must not protrude outside existing window frame.
 - ii. Air Conditioners
 - 1. Window air conditioners which protrude units at the front of the home are prohibited.
 - e. Solar Panels
 - i. Panels are permitted to be placed on roofs but not ground mounted. Architectural Request forms should be submitted prior to signing contracts.
 - f. Exterior Lighting and Painting
 - i. Lighting
 - 1. Any exterior lighting added to pre-existing home lighting layout must receive HOAAC approval.
 - ii. Painting
 - 1. Any change of color to existing paint scheme requires HOAAC approval (i.e. trim, doors, replacement shutters, etc.). Can only choose colors off of approved color list.
 - 2. Exterior painting, including trim, doors, replacement shutters, etc., not involving a color change, is permitted without approval.
 - g. Additions: Room additions other than those constructed by the original builder at the original time of purchase are not permitted without prior approval from the HOAAC.
 - h. Pets: Outdoor runs and cages are not permitted upon any Lot or on Common Area at any time. Each pet must be kept inside its respective Lot Owner's Lot and may be walked on Common Areas only on a leash. Pets must have access to sufficient clean water and appropriate shelter if left outside. Pets must be afforded a safe and sanitary environment on the Lot. No pet may be staked to a fixed object in, about or on the Common Area. Pets may not be staked on a Lot or any tree and left unattended. Pet owners are required to take immediate steps to remove pet waste from the Lots and Common Areas in an appropriate and sanitary manner. Decks will be cleaned of pet waste daily. Pet owners should maximize the use of pet waste stations. Owners are responsible for all damage, destruction or litter sustained in the Common Areas or other Lots as a result of their pet's activities. Pet owners will not own or harbor a pet, which disturbs the peace and quiet of the neighborhood, is a nuisance or annoyance to the neighborhood, or is vicious or a danger to any person.
 - i. Lot Owners and occupants will indemnify and hold the Board of Directors harmless against loss or liability for any actions of his/her pets within the Association. All pet owners are fully and solely responsible for personal injury and property damage caused by their pets.

- ii. No Owner may raise, breed, or keep any domestic household pet or other animal for any commercial purpose. Nor will any uncommon or potentially dangerous pet be kept for any purpose at any time. No livestock shall be permitted at any time on the lots.
- i. Awnings / Canopies / Tents: Permanently installed non-retractable awnings are not permitted over front windows, doors or porches. Retractable awnings are permitted over back of home decks and windows. These retractable awnings must be submitted and approved before installation.
 - i. Retractable Awnings:
 1. Casing should match home exterior color.
 2. Canopy must be submitted for approval (material, color, size). Lot Owner must submit sample of material and construction for approval.
 3. Awnings should be professionally installed.
 4. Awnings should be retracted each evening.
 5. When damaged (tattered, torn, faded, etc.) awning must be repaired/replaced as soon as possible.
 - ii. Canopies:
 1. Semi-permanent dining canopies / gazebos are permitted on decks and patios only.
 2. These tents must be properly secured, maintained and taken down between October and April.
 3. Frames may remain when the canvas is removed.
 4. Damaged canopies / gazebos must be repaired or removed immediately.
 - iii. Tents
 1. "Party Tents" are permitted 24 hours prior to an event and removed no later than 24 hours after that event.
- j. Clotheslines: Clotheslines affixed in the ground must be temporary and taken down when not in use. They are not permitted in the Common Area.
- k. Lawn / Garden Ornaments and Holiday Decorations: Lawn ornaments or decorations are permitted only in the garden area directly in front of and adjacent to the home. All Holiday decorations (Halloween, Thanksgiving, Christmas, etc.) and lights may be displayed four (4) weeks before any holiday and must be removed within two (2) weeks after the Holiday.
- l. Lawn Maintenance: The Board of Directors, its agents or licensees, will have the right, but not the duty, to enter upon any Lot, but not the interior of any building, for the purpose of mowing and lawn maintenance on a regular basis or in the event a Lot Owner fails to mow or otherwise maintain the lot. All costs incurred with this maintenance will be billed back to the Lot Owner.
- m. Nuisances: Noxious or offensive activities, barking dogs, etc., will not be carried on upon any Lot nor will anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There will be no loud or unusual noises between the hours of 9:00 p.m. and 6:00 a.m., Monday through Friday, and 9:00 p.m. and 9:00 a.m. Saturday and Sunday, playing of stereo equipment, television and the like will be played at a level not to be heard from adjacent Lots.
- n. Lot Maintenance: All Lots are to be used for residential use exclusively. The Owner will keep their Lot, and all improvements thereon, in good order and repair. Items include, but are not limited to:

- i. Seeding, watering, weeding and mowing of lawns;
- ii. Pruning and cutting of trees and shrubbery;
- iii. Clearing of debris, snow and ice from sidewalks;
- iv. Painting or other appropriate external care, of all buildings and structures on the Lot.
- v. Remove toys, lawn furniture and etc., from front / side yards when not in use.
- vi. Remove clutter and debris from under decks, on decks and patios.
- vii. Maintaining sidewalk concrete and driveway asphalt
- viii. Keeping house free of mold / mildew

1. Lot maintenance should be performed in a manner and with such frequency as is consistent with good property management and maintenance as deemed appropriate by the Board of Directors.

- o. Lawn Signs
 - i. Home for sale signs and signs for political purposes only.
 - ii. Only one per lot permitted.
 - iii. All other signs are prohibited.
 - iv. Signs permitted only in front or side yard.
- p. Vegetable Gardens
 - i. Are permitted in the rear of the home within a 10'x10' area.
 - ii. Gardens larger than 10'x10' must be submitted for HOAAC approval.
- q. Mailboxes
 - i. Any removal/replacement must be submitted for HOAAC approval.
 - ii. Due to need for mail delivery upon settlement temporary mailboxes are permitted for 60 days after settlement.
- r. Landscape Borders / Beds - An architectural application for a landscape border / bed will include the type of plant material, the type of ground cover, a description of the border material and a sketch depicting the areas included. Hedges will not be used in front yards because they create physical barriers between properties. Front yard flowerbeds must not exceed 40% of the front yard space. Rock ground cover will only be considered for flower beds and decorative purposes.
- s. Trampolines – Trampolines are not permitted.

6. Structural Guidelines and/or Restrictions

- a. Roofing / Shingles
 - i. Any repair and/or replacement must be of the same material and color as the original construction, unless changing the material color.
 - ii. Changing ALL shingle color requires HOAAC approval prior to construction
- b. Siding and Trim
 - i. Any repair and/or replacement must match approved neighborhood colors for siding, and trim.
- c. Satellite Dishes and Antennas
 - i. Requires HOAAC approval of proposed installation location.
- d. Storm and Screen Doors
 - i. Must be submitted for HOAAC approval.
 - ii. Must fit existing door frame.
 - iii. Must be made of metal or wood.
 - iv. Must be color coordinated with exterior of the home.
 - v. Must have door length glass or screen.
- e. Retaining Area for Pets
 - i. Must have HOAAC approval.
- f. Chimneys

- i. Chimneys of any kind must be submitted for HOAAC approval.
 - ii. Applications for chimneys must include style, color and height of exterior.
- g. Hot Tubs and Spas
 - 1. Must be submitted to HOAAC for approval prior to installation.
 - 2. Must meet all New Castle County Codes.
 - 3. HOA STRONGLY recommends all precautions taken to ensure security against vandalism and unauthorized use.
 - 4. Must be placed within the boundaries of an approved privacy fence or deck.
- h. Pool: All pools must be maintained to New Castle County Health and Safety codes.
 - i. Built In (In-ground Pools) No Above ground pools are permitted
 - 1. Must be submitted for approval prior to installation with complete construction details and drainage layout.
 - 2. Must have a filtration system.
 - 3. Must be placed in a fenced in, secure yard.
 - 4. Gate must be locked.
 - 5. Must be maintained and covered to prevent unauthorized use.
 - 6. If found in use after Labor Day owner will be subject to violation by HOA board.
- i. Play Sets and Structures
 - i. Permitted with HOAAC approval:
 - 1. Sand boxes
 - 2. Wooden swing sets
 - 3. Wooden swing sets covered in vinyl
 - 4. Jungle gyms
 - 5. Sliding boards
- j. Patios
 - i. Any addition must be submitted for HOAAC approval.
 - ii. Must be at or below ground level.
 - iii. May be constructed with cement, stone, or brick.
- k. Fences
 - i. All fences must be HOAAC approved.
 - ii. May not exceed the property owner's boundary line.
 - iii. Must be constructed of either pressure treated CCA lumber.
 - iv. May be up to 4' in height.
 - v. A clear preservative or wood tone stained fences may be used, upon approval from the HOAAC.
 - vi. Chain link or wire mesh fencing are prohibited, including wire mesh used to keep animals from entering or exiting property.
 - vii. Permitted Fence Styles:
 - 1. Split Rail Fences
- l. Decks
 - i. Ground Level
 - 1. Must be submitted for HOAAC approval.
 - 2. Must not be used for storage.
 - 3. May be built from either pressure treated lumber material, composite decking material, or vinyl. All decks must be submitted for approval.
 - ii. Painting and Staining
 - 1. Decks are not allowed to be painted.
 - 2. A stain or clear preservative may be used and used WITHOUT HOAAC approval.
 - 3. HOAAC approval is required for any stain that is not of a natural color.
- m. Sheds
 - i. General Guidelines/Restrictions

1. Permitted on all properties (Single family only) with prior approval from the Architectural Committee. Attached Sheds only will be considered– Cannot be standalone / or in rear of yard
 2. Prior to installation of the shed the homeowner MUST obtain written HOAAC approval for placement and type of shed.
 3. No items are permitted to be stored underneath the shed.
 4. No items are permitted to be stored in the shed that are in conflict with current County Local Ordinance and or Delaware Law; or that may be deemed a potential danger to the community. (i.e. firearms, fireworks, etc.).
 5. For safety purposes, it must be secured from the outside with appropriate locks and kept locked when not in use.
 6. Must be maintained in good condition in accordance with existing property guidelines.
- ii. Submission Requirements
1. A copy of the existing site plan showing the house, existing patio, deck, and fencing with the proposed location of the shed.
 2. If using a pre-constructed shed, submit a catalogue photo or manufacturer’s “cut sheets” of the shed, including dimensions, material and colors.
 3. If constructing from scratch include a plan, building permit, elevation drawings to scale with dimensions, materials, and description of current home’s color scheme.
- iii. Construction
1. Color must match the existing color scheme of the home and have landscaping around the outside.
 2. Must be placed on a crushed compound or other foundation approved by the Board.
 3. Dimensions must remain a minimum of 6’x8’ and not exceed 10’x10’.
- iv. Placement
1. Must be attached to the home in the back of the house where it cannot be visible from the street. Shed is not allowed to extend past the sides of the dwelling. No unattached sheds are permitted.
 2. Sheds must not interfere with any drainage.
 3. Sheds must be attached to the dwelling.

7. ADOPTION OF RULES AND REGULATIONS

- a. Adoption of rules: The Board of Directors of the Association may adopt these and subsequent Rules and Regulations for the Association after:
- i. Notice of all changes have been mailed or emailed to all Lot Owners, wherein the content must list the proposed Rules and Regulations alterations and/or contain a web link where the proposed Rules and Regulations alterations can be found; and
 - ii. Notice that Lot Owners are permitted to submit written comments on the proposed Rules and Regulations; and
 - iii. Notice of the proposed effective date of the proposed Rules and Regulations; and
 - iv. Each Lot Owner has had 20 days to review the proposed changes to the Rules, Regulations and Guidelines; and

v. After an Open Meeting wherein:

1. Before a vote, by the Board of Directors, is taken on the proposed Rules and Regulations, each Lot Owner or tenant allowed to comment on the proposed Rules and Regulations;
2. The meeting held under this paragraph may not be held unless:
 - a. Each Lot Owner receives written notice at least 20 days before the meeting; and
 - b. A quorum of 2/3 of the members of the Association or the body delegated in the Declaration of the Association to carry out the responsibilities of the Association is present; and
 - c. After notice has been given to Lot Owners as provided in this subsection, the proposed Rules and Regulations will be adopted at a regular or special meeting of the Board of Directors by a two-thirds (2/3) vote of the Directors present.

vi. Adoption; Referendum

1. The vote on the proposed rule(s) will be final unless:
 - a. Within twenty (20) days of notice of adoption of the proposed Rules and Regulations, twenty percent (20%) of the members of the Association sign and file a petition of referendum on the Rules and Regulations with the Board, calling for a special meeting;
 - b. Upon verifying that the foregoing requirements have been met, the Rules and Regulations will be suspended pending the results of the referendum.
 - c. A special meeting must then be held within (60) days of the signed referendum; wherein a quorum of the members of the association must be present at the meeting.
 - d. At the meeting, a majority of the Lot Owners present may then vote to approve or disapprove the proposed Rules and Regulations.

I, hereby, certify that the foregoing Rules and Regulations of Brennan Estates Maintenance Corporation were duly adopted by the Board of Directors on the _____ day of _____, 2020 and that caused the Rules and Regulation to be emailed and posted on the Community Website for review by the Lot Owners of Brennan Estates Maintenance Corporation., on the _____ day of _____, 2020. Henceforth, these Rules and Regulations will become effective on _____ day of _____, 2020.

President

Date

Secretary

Date