

# Rules, Regulations and Architectural Guidelines for Brennan Estates Townhomes

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## I. INTRODUCTION

- a. When reference is made to the Board of Directors, such reference will include the Management Agent where the Board of Directors delegates such authority. Under such delegation, the Management Agent will be included in those references holding the Board of Directors harmless or relieved from responsibility, losses or damages.
- b. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors. Whenever reference is made to the Owner or Lot Owner, such reference will include the Owner and his or her family, tenants, guests, agents, invitees and licensees.

## II. AUTHORITY

## III. COMPLIANCE

- a. Each Lot Owner will comply with all of the rules and regulations hereinafter set forth governing the Association. In addition, the Board of Directors reserves the right to alter, amend, or modify such rules and regulations in accordance with the Declaration and Bylaws of the Association.
- b. Upon any violation of the Declaration or Bylaws or any Rule or Regulation, after notice to an Owner (and/or occupant other than the Owner) and after having been provided an opportunity for a hearing before the Board, the Board may levy fines in accordance with penalties as listed for specific violations, said fines not to exceed \$250.00 (unless otherwise stated).
- c. Owners will be responsible for the actions of their tenants, guests, licensees and employees. In the event that a violation occurs, the Board will mail, via first class mail, a copy of any and all warnings, hearing notices, and fine assessment notices to the registered address provided to the Board by that Owner. In the event that a tenant, guest, licensee or employee fails to pay a fine levied pursuant to these rules within thirty (30) days of the date the fine is levied, said fine will be charged to and collectible from the Owner.
- d. The late payment or nonpayment of annual or special assessments is not included in this policy, but is addressed in a separate collection policy.
- e. In the event that there are continuing violations by an Owner or occupant, payment of fines will not preclude other action deemed necessary by the Board of Directors. The Board of Directors has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the Association's Declaration, Bylaws and Rules and Regulations pursuant to Article XIII of the Declaration.

## IV. 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.

#### V. ARCHITECTURAL CONTROL AND APPLICATION PROCESS

- a. Owners will submit in writing to Brennan Estates Board of Directors, a detailed statement of the proposed change(s) or improvement(s) to the Lot or to the dwelling, including, but not limited to doors, windows and sliding glass doors.
- b. No building, fence, wall or other structure will be commenced, erected or maintained upon the property, nor will any exterior addition to or change or alteration therein be made until the plans

and specifications showing the nature, kind, shape, height, materials and location of the same will have been submitted to and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography (see Article V of the Declaration).

- c. All plans and specifications set forth will then be reviewed by the Board of Directors.
- d. Any application, which does not comply with the requirements for applications, will be denied. No work will commence until approval has been received in writing from the Board of Directors.
- e. Processing Applications: All applications should be submitted to:

Brennan Estates  
C/O Aspen Property Management  
PO Box 858  
Elkton, MD 21922  
[info@aspenpropertymgmt.com](mailto:info@aspenpropertymgmt.com)  
Fax 443-303-8890

- i. All requests will be marked with the date received by Brennan Estates. Lot Owners will be notified within sixty (60) days of the date that the application is received, whether the application has been approved, denied, or denied pending resubmission to the Board with additional documentation. The Lot Owner may not begin construction without the express written approval of the Board. In the event that an application is submitted and the Board fails to respond within sixty (60) days of its receipt by the Board, that application will be deemed approved.
  - ii. All Lot Owners will be promptly notified in writing after the Board of Directors makes a decision. Said notification will state the nature of the request, the reason for the findings of the Board of Directors and whether said application has been approved or denied.
  - iii. No verbal requests will be accepted.
  - iv. An approval by the Board of Directors does NOT constitute an approval by the New Castle County Department of Planning and Zoning. The appropriate building permit(s) must be obtained from the County, if required, prior to any work being initiated. All alterations or improvements to the exterior of a dwelling or on a Lot will meet all applicable County, State and Federal Codes, Laws and Standards.
  - v. The Board of Directors has the authority to “Grandfather” modifications made previously to lots / homes without prior application or approval. These requests will be evaluated on a case-by-case basis. In addition, the Board of Directors may make exceptions to these Guidelines based on extenuating circumstances. In both of these instances, all circumstances will be evaluated and decisions will be based on the overall appearance, harmony and effect on the community.
- f. Appeal Process
  - i. Appeals of denials under this section must be submitted, in writing, and should be sent via certified mail, return receipt requested, to the Board of Directors within ten (10) business days of the date of the denial.
  - ii. All correspondence to the Association or Board of Directors should be submitted to:

Brennan Estates  
C/O Aspen Property Management  
PO Box 858  
Elkton, MD 21922

- iii. Upon receipt of a notice to appeal, the Board of Directors will contact the Lot Owner, in writing, or email, to schedule a hearing before the Board of Directors, generally before the start of a regularly scheduled Board meeting.
- iv. The Lot Owner is allowed a maximum of ten (10) minutes, or such other time as the Board of Directors, in its sole discretion, will allow, to present his/her case at the hearing. Within 10 business days of the conclusion of the hearing, the Board of Directors will notify the Lot Owner, via certified mail, of its decision.
- v. If a delay in the decision is expected (i.e. additional information or research is required), the Board of Directors will notify the Lot Owner, via certified mail, of its position and an approximate time within which it will render a decision, not to exceed sixty (60) days. Upon examination of additional information or research, the Board of Directors will then render its decision to the Lot Owner via certified mail.
- vi. Only one appeal for any denial will be heard.

#### VI. 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 plate or hang tag 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

## VII. LOT RESTRICTIONS

- a. Sheds: Storage sheds are not permitted.
- b. Solar Panels: Panels are permitted to be placed on roofs but not ground mounted. Architectural Request forms must be submitted prior to signing contracts.
- c. Wading Pools: Wading pools will be properly stored and not visible outside during the months of October to and including April of the following year. Pools will be emptied of all water when not in use. Wading pools exceeding ten feet (10') in diameter and two foot (2') in depth are not permitted. Pools with pumps or filters are not allowed. No pool should be located in a front yard. Homeowners should consider fencing when a pool is located in the backyards.
- d. Hot tubs: Hot tubs will be covered when not in use.
- e. Air Conditioners / Window Fans:
  - i. Room window air conditioners which protrude are not permitted in the front of a home.
  - ii. Window fans are allowed. Window fans may be used but will not protrude outside the window or be attached from the exterior of the house. Written approval is not required. A/C units and fans are considered temporary and will not remain in windows year round.
- f. Additions: Room additions other than those constructed by the original builder at the original time of purchase are not permitted.
- g. 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.

- h. Antennas:
  - i. No television or communication antenna will be installed upon any Lot or the Common Areas except in accordance with the Federal Communications Commission and these Rules and Regulations.
  - ii. Satellite dishes are permitted, an Architectural Request Form should be submitted for the location on the home / lot. All wires from the dish must not be visible from the dish to where it enters the home.
- 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. Replacement Windows/Doors: Windows must retain the original grid patterns and shades must be of the traditional type. No flags, colored venetian blinds / shades, sheets or other type of decorative materials are permitted.
- m. 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.
- n. Trash: Disposing or storing of waste on Common Areas is not permitted. Burning of trash and unreasonable or unsightly accumulation or storage of litter, new or used building materials or trash of any kind will not be permitted within or upon any Lot. Trash must be kept in a sealed container, or a secured bag. Trash and recyclable materials will be placed at the curbside no earlier than the

evening prior to the scheduled pickup day. Trash cans must be stored in the rear of the homes when not out front for trash day. Unused household appliances (refrigerators, stoves, washer/dryer, BBQ sets, oversized items, etc.) may not be stored or discarded on Lot Owner's property or common areas.

1. At all other times, trash and recyclable material containers will be properly secured and stored inside the house or in the backyard. Trash cans are not allowed to be stored in the front or side yard of a home unless tastefully concealed.
  2. Burning of materials of any kind is not allowed on any Lot or in the common area. Prefabricated fire stands are allowed, however caution must be used when selecting the location and must not be left unattended.
- o. 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.
- p. 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.
- q. Signs: No signs of any character will be erected, posted or displayed upon, in, from, or about any Lot except those approved by the Board, unless otherwise provided herein, by the Maryland Homeowners Association Act, or allowed under other applicable law. Despite the foregoing, one temporary real estate sign 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. 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. Seasonal and special occasion flags (e.g. season celebration, baby birth, special occasion, team flags, etc. are permitted on a temporary basis in the front of a home and may be displayed for a maximum of ten (10) days.

#### VIII. ARCHITECTURAL GUIDELINES:

These Guidelines are for the protection, benefit and well-being of all residents of the Constant Friendship Homeowners Association, and their guests, and are adopted to provide a safe, sanitary and pleasant environment at the property and in the use of its facilities.

An architectural application describing the nature, kind, shape, height, materials and location of a proposed building, fence, wall or other structure, exterior addition, change or alteration will be submitted to the Board of Directors or the Architectural Committee in accordance with Article V of the Declaration prior to

any construction.

Below is a list of the common requests for changes, which require architectural applications. This is by no means a complete list. Additional architectural changes may require architectural applications. If you have any questions, please contact the management company before you begin any construction. Diagrams relating to decks, fences, sheds and swing sets are attached to provide you with additional reference material. They are not construction blueprints. Contact the management company for the approved stains and wood preservatives for use on decks.

- a. Chimneys
  - i. Pellet-stove or other chimney flues can only extend through back wall of a dwelling or sidewall on end of group units and must meet all county requirements.
- b. Decks
  - i. An architectural application to build a deck must be submitted to the Board of Directors or Architectural Committee for approval.
  - ii. Deck construction will be in accordance with the following rules and diagrams for decks within the community.
    1. Ground/Lower Level Decks - An architectural application for a ground level deck will meet New Castle County Building and Zoning Codes and will include a sketch noting overall dimensions and property line setbacks. Any change in height will also be noted on the sketch. Ground level decks will be constructed of pressure-treated lumber, vinyl or a composite style material. Consult New Castle County regarding the requirement for a railing around the ground level deck. Should a railing be required, it will be constructed of 2" x 2" vertical pickets. Either pressure treated wood, vinyl or a composite style material are recommended. The area beneath a ground level deck will not be used for storage and will be enclosed with a vertical slat treatment or pressure-treated lattice.
    2. Upper Decks - An architectural application for an upper deck will meet all New Castle County Building Zoning Codes and will include a sketch noting overall dimensions and property line setbacks. Also include stair locations and dimensions if applicable. Upper decks will be constructed of pressure-treated lumber, vinyl or a composite style material. Upper deck railings will be constructed of 2" x 2" vertical pickets. Plant arbors are permitted at 45 degree angles in the corners of an upper deck but will not extend beyond the perimeter of the deck or the height of the sliding glass or atrium doors (typically 6'-8'). Privacy screens are allowed. Please see the deck diagrams. The application of a clear preservative is permitted. The Board of Directors must approve any stain or deck color.
- c. Patios - An architectural application will include overall dimensions and a description of the materials to be used.
- d. Attic Fans - The application will include, size, color and a location on the rear portion of the roof. Fans are NOT permitted on the front elevation of the house.
- e. Fences – No fences of any kind are permitted in front yards. Fences may only be constructed in the rear yards. Fence construction will be in accordance with the following rules and diagrams. Only shadow box style fence is allowed.
  - i. Shadow Box → An architectural application for a shadow box fence should include a sketch noting overall dimensions and property line setbacks. Shadow box fences will be constructed of pressure-treated lumber. The height of this style fence will be four feet (4').

- f. Landscaping - This information is necessary for the property management company to keep accurate records of any alterations or additions to a particular lot. Note that the desire of Lot Owners to assist in the landscaping of the common areas is greatly appreciated, but permission from the Board of Directors is required. All landscaping must be submitted for approval.
- g. 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.
- h. Woodpiles – Stacks of firewood must be stacked within a frame structure of metal or wood. If a cover is to be used it is recommended it be of an earth tone color.
- i. Vegetable Gardens - An architectural application for a vegetable garden will include the size and location of the garden and a description of the border material, if applicable. A vegetable garden will be located in the rear yard and will not occupy more than twenty-five percent (25%) of the rear yard. No portion of a garden will be placed on common areas.
- j. Lighting - Any electrical modifications will meet all applicable County, State and Federal codes, laws and standards.
- k. Sidewalk Lighting - An architectural application for sidewalk lighting in the front yard will include the number and a description of the fixtures. All fixtures will be of a voltage not to exceed 24 volts AC, maintain a low profile. All wiring will be concealed below ground.
- l. Spot Lights / Motion Detection Lighting - An architectural application for rear or side yard spot lighting or motion detection lighting will include the number and a description of the fixtures. Such lighting will be installed so as not to shine into other yards or onto other homes. The lighting for such fixtures will not exceed 150 watts.
- m. Front/Rear Door Light - Existing door lights may be replaced without prior written approval as long as they meet same style, color and shape. For fixtures of a different style or material an architectural application must be submitted.
- n. Painting And Wrapping – Exterior
  - i. Painting - Front Door and Shutters – All front doors and shutters must be painted the original color selected by the developer. Please contact management company for the paint color information.
  - ii. Painting - Trim: A trim color change is not permitted as each unit in every building share the same trim color. Trim is to match original color as close as possible. Please contact management company for the paint color information.
  - iii. Wrapping - Trim: Wood Trim may be wrapped with either aluminum or vinyl. The configuration or profile of the woodwork will not be changed. The woodwork will remain the same shape as before the wood is wrapped. In addition, the color of the product used, either the aluminum or vinyl, will match the trim color of the other homes in the group. Please contact management company for the paint color information.
- o. Roofing Repair / Replacement- An architectural application will include the type of the shingles with manufacturer names and color numbers. All materials will match existing construction to the best extent possible. Architectural shingles may be used
- p. Replacement Windows and Exterior Doors– An architectural application will include a complete listing of all materials along with a manufacturer brochure with the style of window to be installed.

All materials will match the existing windows or Doors to the best extent possible including the number of grids. Only white grids are allowed.

- q. Sheds / Storage Buildings – No sheds or storage buildings are permitted.
- r. Storm Doors - An architectural application will include a complete description and photograph / manufacturer literature of the storm door. Only ¾ or full-view glass storm doors will be approved.
- s. Swing Sets - An architectural application for a swing set will include a sketch noting overall dimensions, property line setbacks and equipment to be included. Pressure-treated wood swing sets may be treated with a clear sealant / wood preservative, paints or stains. A color sample must be provided with the architectural application.
  - i. Play Structures: Requests should be submitted with the type, material, size and placement. Due to the size of these structures adequate space should be provided for safety zones. A shock absorbent ground cover is recommended beneath the swing set.
- t. Trampolines – Trampolines are not permitted.
- u. Wading Pools - An architectural application for a wading pool is not required. A wading pool is considered any pool ten feet (10') or less in diameter and two foot (2') or less in depth. Wading pools of this type are permitted, as they are considered temporary. Pools exceeding these dimensions are not permitted.
- v. Hot Tubs - An architectural application will include a complete description and photograph of the hot tub and literature from the manufacturer. Hot tubs will only be permitted in a fenced-in rear yard. The hot tub will be placed under a deck or on a patio. Hot tubs will not extend further than ten feet (10') from rear of a dwelling. Installation of hot tubs will meet all New Castle County requirements.

## IX. 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**