

Cinderberry Estates

Rules & Regulations

March 2020

Adopted

(3/10/2020)

Introduction

The purpose of the Rules and Regulations document is threefold:

First, to provide clarifications to frequently asked questions and interpretations regarding the covenants,

Second, to further expand on governance issues aimed at improving the property values and lifestyles of the residents and owners of property in Cinderberry Estates, and

Third, to legally protect, Cinderberry Estates Homeowners Association, Inc.

The Association believes that every owner desires to conduct themselves in a dignified and respectful manner and is confident that owners, their family members and their guests will respect the personal property and home boundaries of other owners. Any breach of Cinderberry Covenants or Rules and Regulations by a member of the owner's family, occupant or guest shall be deemed to be a breach by the owner. As such, owners should be cognizant of the fact that they are responsible for the conduct of their family members and guests and are liable should any damage be caused to the property of others.

Additionally, it is the expectation of the Association for the individual to first discuss their concern/alleged violation on an informal basis with their neighbors. However, if an alleged violation is communicated to the Board in writing or a resolution cannot be achieved, the dispute is subject to binding mediation by the Board of Directors. Please note that upon the sale of any property, said buyer will receive a list of approvals for the property in addition to any history of "non-approved" items along with what action was taken.

Cinderberry Estates takes great pride in its history and preservation as a beautiful and safe family community. We look forward to your cooperation and adherence to our rules and regulations.

The Cinderberry Estates HOA Board will not police the Rules and Regulations of Cinderberry Estates. The responsibility of your Board is to only investigate the written complaints from neighbors and answer those complaints under the rules and regulative powers granted herein.

References to Town of Georgetown or Sussex County Ordinances, or Delaware Code are current as date of the adoption of this document. Any changes to these statutes shall subsequently amend these rules and regulations.

Definitions

“Covenants” refers to THE DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND REMEDIAL CLAUSES FOR CINDERBERRY ESTATES, GEORGETOWN HUNDRED, SUSSEX COUNTY, DELAWARE as recorded in Book 2294, page 211 amended in Book 2665, Page 155, and as further amended in Book 2338, Page 294, and as amended at any future date at the office of the Recorder of Deeds of Sussex County.

“By-Laws” refers to the BY-LAWS OF CINDERBERRY ESTATES HOME OWNERS ASSOCIATION, INC. as recorded in Book 3905 Page 199 at the office of the Recorder of Deeds of Sussex County.

“Association” refers to the Cinderberry Estates Home Owners Association, Inc.

“Georgetown Code” refers to the Code of the Town of Georgetown, and can be found at Town Hall; 37 The Circle, Georgetown, or by visiting the Town of Georgetown’s Web Site. Georgetown Code may be cited by the abbreviation “Geo. C.” preceded by the number of the chapter and followed by the number of the section, or part.

“Delaware Code” refers to the laws as adopted and such laws codified or uncoded by the State of Delaware. Delaware Code may be cited by the abbreviation “Del. C.” preceded by the number of the title and followed by the number of the section, chapter or part in the title.

Use, Conduct, Responsibility**Children**

Children will be under their parents’ control and are expected to behave in a respectful manner. The conduct of visiting children will be the responsibility of the owner. Owners with children of visitors who engage in the destruction of community property or the property of other owners will be responsible for the cost of any damage(s) incurred

Firearms

Per Georgetown Code¹, no firearms of any type shall be discharged within the Town of Georgetown, and by extension, Cinderberry Estates, however the right of residents and property owners to keep or bear arms in defense of self, home, family, or State shall not be denied in accordance to Article I Section 20 of the Constitution of the State of Delaware.

Fireworks

Fireworks may be used in accordance to applicable State law and Town of Georgetown municipal code.

Noise

As per Georgetown Code², no loud parties or excessive noise (including barking dogs, car alarms, vehicle exhaust, engine braking systems, stereos or musical instruments, etc.) will be allowed at any time. In addition to applicable municipal code, noise levels shall be further reduced after 9:00 p.m. Monday thru Thursday and 11:00 p.m. on Friday and Saturday. Quiet hours on Sunday shall be until 9:00 a.m. and begin again at 6:00 p.m. This serves as a courtesy for those who choose to enjoy outside family gatherings, dining, etc.

¹ 103 Geo. C § 103-1

² 144 Geo. C § 144-1 – 144-8

Any and all mechanical and electrical devices (including audio equipment) must be in good working order and not cause disturbances. Hired construction work, such as hammering or use of compressors, electric saws, drills or any other tools that are audible to a neighbor is confined to use between the hours of 8 a.m. and sunset.

Soliciting

No soliciting is permitted in Cinderberry Estates.

Unoccupied Homes

Unoccupied homes and grounds are the responsibility of the owner and any damage occurring or maintenance required while the home is unoccupied is the responsibility of the owner. Cinderberry Estates Homeowner Association reserves all rights conferred within the Declaration of Restrictive Covenants and Remedial Clauses to effect cleanup of grounds and/or perform exterior maintenance on structures if the owner of the property fails to maintain the property.

Renting, Title and Land Use

No home can be assigned or sold for any purpose other than as a single family residence and shall not be occupied by more individuals than is suitable and satisfactory for a home of its size and type, based on occupancy requirements determined by the Town of Georgetown. No home, nor any part thereof may be rented or leased for any period of time. Prior variance or permits are excluded but are not transferable and cannot be conveyed with the sale of the residence.

Maintenance

All owners are expected to conduct exterior maintenance of the structures on their property in a timely manner. Exterior maintenance is defined as power washing mold/mildew from outside surfaces, repairing broken windows, shutters or screens, cleaning and repair of gutters as to not allow vegetative growth, removal and repainting of chipped, peeling, or faded paint. Lawn ornaments, furniture or other items which is deemed unsightly by the Landscaping Committee shall be removed upon notification of the landowner. Outside holiday seasonal lighting and/or decorations must be appropriate for the season and shall be limited in display per Georgetown Code³ to no sooner than 35 Days prior to the holiday, and must be removed no later than 30 days following the holiday with which the holiday seasonal lighting and/or decorations are associated.

Burning

In accordance with Georgetown Code⁴, the open burning of leaves, brush, paper, trash or other combustible material is prohibited.

Clotheslines

No clotheslines of any type are permitted in Cinderberry Estates.

Driveways

Driveways, walks and patios shall be kept in good repair.

³ 166 Geo. C § 166-146

⁴ 70 Geo. C. § 70-1 – § 70-3

Lawn Maintenance and Landscaping

Per covenant 19, all landscape plans must be approved by the Board. Landscaping plans include but are not limited to foundation landscaping and privacy buffers that exceed four feet and/or greater than 30 feet in length and placed in the front or side yards forward of the rear setback. All landscaping plans must be implemented within **one year** after the Certificate of Occupancy is obtained. Owners must first call Miss Utility to ensure safety regarding the underground infrastructure of their plan. Owners shall then submit the plan noting such to the Landscaping Committee. The Committee must approve all permanent plantings. No structure shall have excessive overgrowth on the exterior of the structure; including vines, ivy, or other plant; unless approved by the Landscape committee. Owners are responsible for trimming shrubs, weeding and mowing the lawn on a regular basis. Grass should not exceed a maximum height of eight inches at any time. There should be no visible yard waste left in yards, driveways. Grass clippings must be removed from the roadway, per Georgetown Code ⁵.

Flexible Reflective Delineators (i.e. markers, stakes, rods, flags, etc.) shall be permitted along the roadways prior to and during times of expected high vehicular traffic, such as during Halloween and the annual community-sponsored yard sale, or during snow events. Such devices may be placed 24 hours prior to the event, and must be removed within 24 hours after the event has concluded, or, in case of ice or snow, once roadways have been cleared.

All yard waste shall be removed by the next scheduled pickup by the Town of Georgetown. If an owner's lot is allowed to deteriorate or become unsightly, the Association may maintain the lot at the owner's expense. Trimming, pruning, cutting and removing limbs from trees around a home shall be the responsibility of the owner. Homeowners should not neglect the removal of dead trees or items deemed to be hazardous. If a tree is deemed by the Board to be dead or pose a safety hazard, a request will be made to the Homeowner to remove the tree and, if deemed appropriate by the Landscaping Committee and Board of Directors, replace it. Consultation with and approval from the Board on a suitable replacement is required. Any violation may result in mature trees being planted at the expense of the Homeowner.

In the absence of an approved landscaping plan being on file and presented to the Board by a property owner upon request, and upon petition by a complaint filed in accordance to these rules, the Board of Directors may, at its discretion, appoint a special committee comprised of no less than three (3), and no more than five (5) members of the Association to examine the landscaping of a particular lot. This committee shall be authorized to employ, with the concurrence of the Board of Directors, a landscape architect or similar consultant to assist the committee in making recommendations to the Board of Directors to compel the owner(s) of the property to alter the landscaping of a property in order to comply with the covenants. In examining a property in question, and making recommendations to the Board, the committee shall make every effort to not trespass on the subject property, but examine the property from the established right of ways and adjoining properties. The committee shall attempt to make use of existing vegetation as much as is practical to create or maintain an aesthetically acceptable landscape presentation which complies with the intent of the rules and covenants.

Maintenance of Homes/Lots

All homes and structures shall be maintained in good condition. The exterior shall be kept clean, neat and properly sided and painted at all times. Signage or notices attached to windows or doors of a structure shall be of a temporary nature, and shall not remain longer than 10 days, unless such signage or notice was

⁵ 165 Geo. C. § 165-6.2

placed by, or required by, a state or local governmental entity. Lots should be kept clean, neat and free of objects that could be stored in a shed or under the home. Unimproved lots shall be kept free from accumulated debris, and all trees shall be maintained until such time as a residence is constructed. It is the responsibility of the property owner to remove dead trees from unimproved lots to prevent damage to adjacent structures. Unimproved lots shall be maintained so that extensive overgrowth does not occur on the lot, nor excessive amounts of decaying material are present. Trees shall be pruned back from the swales, and no foliage shall interfere with the propagation of lighting from street lights. Driveway culverts must be maintained as to not impede the flow of stormwater. Outlets of crossroad pipes must remain clear and shall not impede the flow of stormwater through the stormwater system.

If a home is substantially damaged by fire, storms, or other cause, the owner shall repair or remove the damaged home or the Board may do so at the owner's expense. If the owner elects to repair the damaged home, such repairs shall begin immediately with Architectural Board review and Board approval. The Board will provide expedited review in these circumstances, and the Board of Directors may appoint interim members of the Architectural Board in order to speed the review.

Home identification numbers, measuring three inches or larger in size must be presented in the front yard or attached to the home and be clearly visible from the street.

There shall be no lawn or garden equipment stored outside. This includes lawnmowers, lawn tractors, or attachments.

There shall be no ladders, lumber, or other material related to construction stored outside, except in times of active construction on the property. Cinder blocks, scrap metal, or other debris not normally associated with outside landscaping shall be stored in a shed or garage.

Snow Removal

Cinderberry Roads are now maintained by the Town of Georgetown.

Snow removal on the driveway and sidewalk of the home is the owner's responsibility.

Signs

Per covenant 16(c), no commercial or business signs of any type shall be displayed on the site other than reasonable construction signs of a contractor displayed while construction is ongoing. Political signs shall be permitted as long as they are less than 144 square inches in area, and shall not be placed in a swale or town right of way. Signs indicating a property is for sale must be less than 144 square inches in area, and must be attached to a hanging sign post not to exceed 6 feet in height. Off-premise directional signs for sale of real estate are prohibited. Additional signs may be placed to indicate an active open house event for the duration of the open house; not to exceed 8 hours in a 24 hour period. Real Estate signs shall not be placed in a swale. Such signs may be placed no closer to the edge of the roadway than the bank of the swale furthest from the edge of the road. The sign will, however, be permitted to hang over the swale; so far as any placement no impede with water flow or maintenance of the swale. Any Homeowner wishing to sell individual items, typical of a yard sale and/or other equipment may only display the items and the "for sale" signs on the property during the organized community yard sale set forth by the Board each year.

Construction Rules

Additions

Any conditions or changes to the exterior living spaces may be undertaken only with the approval of the Board and the issuance of a building permit from the Town of Georgetown and Sussex County, which must

be properly displayed. Construction plans, with a complete set of specifications and listing of proposed building materials, should be submitted to the Architectural Review Board, who will report to the Board for approval prior to beginning construction. Owners must comply with these Rules and Regulations as amended from time to time by the Town of Georgetown and Sussex County. These Rules and Regulations are in addition to, not in lieu of, Town or County restrictions or requirements.

Antennae/Satellite Dishes

Per Covenant 16(f), and Federal Communication Commission (FCC) rules as authorized by the Federal Telecommunications Act of 1996, Cinderberry Estates cannot restrict direct broadcast satellites less than one meter in diameter, TV antennas, or wireless cable antennas, or fixed wireless data antennas - provided that every reasonable effort must be made to place the antenna in the rear of the property; preferably attached to the structure. Rusty, unsightly or poorly maintained small satellite dishes must be repaired, replaced, or removed.

Fences

Per Covenant 9, partitions, barriers and fences are subject to the approval of the Board before they are installed and cannot be over four feet tall (Exceptions-see Covenant #9)

Pools/Ponds/Hot Tubs

Per covenant 16(h), only in-ground pools and small poly-lined ponds are permitted on a lot and must be located in the back yard. Approved pools and ponds must be maintained and not allowed to breed mosquitoes or other insects.

Outdoor hot tubs will be permitted in the back yard upon Board approval.

Sheds

Per Covenant 2, all sheds must comply with building restriction guidelines from the Architectural Review Board. The Board must approve all sheds prior to their installation and they must adhere to Town Code. Sheds must be constructed of the same shingles, siding, color pattern and slab foundation as the primary home. Only one shed will be permitted per lot and shall be appropriately landscaped. Any shed that is in need of repair must be repaired or replaced. If a shed is in total disrepair or falling down it must be removed from Cinderberry Estates. No shed is to be braced or propped up and all shed doors must be in good working order and kept closed when not in use. The shed setbacks must conform to Town Code and the setbacks as defined in the covenants.

Trash and Utilities

Trash

Per Covenant 8, no trash, junk or rubbish of any kind is to be left outside the home at any time. Any trash, recyclables, or other refuse that escapes receptacles for any reason must be collected and cleaned up by the owner. Receptacles for storage of trash, refuse or garbage shall be kept inside one of the permitted structures on each lot except on pick up days. Owners with large items such as mattresses, sofas, refrigerators, etc. must arrange for special pickups.

Utilities

Per Covenant 10, property owners must maintain and will be responsible for all water, electric, and sewage connections between the point of connection with the Town of Georgetown and their home. The point of connection for the electric is from and including the meter box. The point of connection for the sewage system

is from the Owner's home up to and including connection point at the sewer lateral of the Town of Georgetown.

Boats, Vehicles and Parking

Only one boat requiring a trailer for transportation may be stored on your property. Boats must be kept in the **side yard at the back** of the driveway. Unpowered boats, such as rafts, canoes, and kayaks, as well as other recreational vehicles such as mopeds, 3- or 4-wheelers, etc. must be stored in sheds or garages.

A travel trailer or other recreational vehicle is only allowed at the **back end of the driveway only, IF** it is properly maintained in accordance with requirements set forth in the Maintenance of Homes/Lots, in good working order, and not utilized as living quarters - even for an overnight guest.

Vehicles

Only passenger vehicles that are registered for operation on public roads, are in good repair and have current registration and insurance shall be allowed in the community. **Disabled vehicles are not allowed to be stored on any lot in Cinderberry Estates.** Owners will be notified in writing to remove such vehicles within ten days. If the vehicle is not removed, the Board may have it removed at the Owner's expense. All vehicles are to be parked on paved surfaces.⁶

Excessively noisy vehicles will not be permitted in the community.

No owner shall conduct major repairs to any type of motor vehicle, boat, trailer, etc. upon any area of Cinderberry Estates, with the exception of within the garage. Vehicles that leak motor fluids onto driveways must be repaired or removed from the community and the owner must remove any motor fluids immediately.

Parking

Except for parties or other gatherings, owners and visitors of Cinderberry Estates must park in garages or driveways; Property Owners shall not park on the roadways, except for a short period of time, or during times that a driveway is being maintained, repaired, or replaced.

Animals and Pets

Per Covenant 14, the keeping of livestock, exotic reptiles, poultry or typical "wild" animals at a residence is prohibited. Per covenant, pets shall be limited to domestic dogs or cats with each lot owner being allowed no more than (2) dogs and two (2) cats.

Pets must be confined to the home, with the exception of cats which must have current shots. No pet will be left unattended on porches, with the exception of cats, or while tied or caged outside the home. Permanent outside animal ties and outside animal cages, fences and pens are not permitted in Cinderberry Estates.

In accordance with Georgetown Code⁷, all pets must be on a leash and must be kept under control of the owner or a responsible party at all times. The owner shall remove any animal waste immediately to proper

⁶ 215 Geo. C. §215-3

⁷ 52 Geo. C. § 52-2

indoor receptacles.

Visitors who bring pets are subject to the same rules and regulations as Residents and Owners.

Miscellaneous

Addresses

All correspondence to Cinderberry Estates Homeowners Association shall be sent to:

Cinderberry Estates Homeowners Association, P.O. Box 67 Georgetown, DE 19947.

Remittance of Dues, fines, fees or other moneys due shall be made to the same address.

All correspondence to the Association, including bills, bank records, and legal correspondence shall be directed to the Association Post Office Box. Under no circumstances shall any communication be sent to a board member's home address.

Association Dues (see #24 Covenants)

Cinderberry Estates Homeowners are to pay annual dues, currently \$200 per year, in advance, on May 1 of each year. Failure to remain current on Association dues will result in a lien being placed on the delinquent home/lot of the owner.

Financial Report

At the Annual General Meeting, the Treasurer will present an annual report including a balance sheet and operating statement detailing the business of the prior year and a budget detailing expenditures expected for the upcoming year. The Board may determine that a percentage of the budget be set aside for a Reserve for unexpected or planned expenditures.

Transfer and/or Sale of Properties

The seller of a property in Cinderberry Estates must present to the Board of Directors a copy of the Executed Agreement of Sale. The President, Vice President, or Secretary of the Board shall indicate, via a standardized form, the Board's consent to the sale of the property. In the form, any outstanding dues, fees, fines, or costs shall be disclosed to the seller and buyer and must be paid upon settlement. The Association will not provide to the Real Estate Agent, or Attorney any other documentation other than the standard forms approved by the Board.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

Violations

Procedures

A complaint alleging a violation of the Covenants or Rules will be acted upon if it is put in writing, signed by the complainant and mailed or hand delivered to the Board. Emails and text messages cannot be accepted (for legal/ reference requirements). The complaint must also cite the Covenant/Rule/Regulation allegedly violated. The Complainant will be kept confidential.

If it is deemed by majority vote of the entire Board that a violation occurred the following procedures will be followed:

- 1.) The Association will attempt to contact the Owner by phone or in person informing them of the violation and indicating that violation letter will be forthcoming. This will be known as the "first notification" and will be recorded on the "Informational Page" of said Homeowner. Unless otherwise specified, the homeowner will be given 30 days from the date of the mailing to correct the violation.
- 2.) Following 30 days, if the violation still exists, a follow-up phone call will be made by the President or Associate Member as a "reminder/courtesy call." This will be recorded as the "second notification."
- 3.) Following 60 days, if the violation still exists, a final notice (which will include the penalty fees) will be sent, via certified mail; return receipt requested indicating a two-week window after which time the removal, change, correction or the like will be handled by the Association.
- 4.) Any costs incurred will be the responsibility of the Homeowner via an invoice and/or lien against the property.

Penalties

Penalty fees provide an important vehicle for Rule and Regulation adherence and are in addition to late fees, foreclosure and forced sale. As such, the following fine schedule will be utilized.

Construction Violations are \$250, per occurrence.
All other penalties are \$100, per occurrence.