



Deep Branch Woods Homeowners Association, Inc.

DEEP BRANCH WOODS BOARD MEETING

25362 Branch Lane, Milton, DE 19968

June 4, 2025 6:15 p.m. - 7:19 p.m.

I. CALL TO ORDER

Board President, Mike Arena, called the meeting to order at 6:15 p.m.

Members in attendance: Mike Arena, Dan Kloop, Alex Mclean, and Kelly Roberts

II. Broker Post Contract Renewal for 2026

The board discussed locking in our current rate with Broker Post for landscaping maintenance of the HOA common areas. Broker Post is the cheapest lawn maintenance provider that also offers snow plowing services without requiring a non-refundable retainer. The board voted to renew our contract with Broker Post this fall to keep fees to the community as low as possible.

III. Garbage Bins

The board received a complaint about free-range garbage bins in the neighborhood. Please be advised that all bins must be hidden behind a corral, inside your garage, or otherwise hidden from sight as per Section 6.6 of our current Covenants, which states: "With the exception of trash collection days, all trash containers shall be concealed from public view."

IV. Migration of Google Drive to Google Workspace

The board discussed migrating our HOA documents and files to our own Google Workspace. This transition will provide better security and enhanced functionality, including a community calendar to which everyone can subscribe and the live streaming of community meetings if members are unable to attend in person. This migration will occur as soon as feasible and the board will provide an update to the community with details for accessing the workspace, calendar, and video stream of community meetings.

V. Covenants Review

Updating our HOA covenants has been part of our community discussion for some time. Last year, the board drafted an initial set of proposed changes to the covenants. Some community members have provided feedback, concerns, and additions about what they would like to see in a new set of covenants.

Kathy Reed and Lauren Pringle have generously expended time and effort to create a document that categorizes the proposed changes, gives an explanation of the proposed language, notes existing community comments, and provides some high-level analysis of the issues surrounding each proposed change or addition. The analysis document is attached and will be used as a guide for community discussion of these by-laws at our next community meeting.

Our current by-laws give the board the authority to enforce the covenants but includes no detail on the particulars of enforcement mechanisms. Although the board has the authority to establish enforcement mechanisms on its own, a proposed enforcement policy is included on pages 4, 5, and 6 of the attached document, for discussion and potential vote at our next community meeting.



Deep Branch Woods Homeowners Association, Inc.

VI. NEXT BOARD MEETING DATE: TBD

VII. NEXT COMMUNITY HOA MEETING DATE

The next community meeting will be held on September 6, 2025 from 11:00am - 1:00 pm at the Milton Public Library to discuss the proposed changes to the covenants.

[Milton Public Library](#)

121 Union St
Milton, DE 19968
(302) 855-1975

VIII. ADJOURNMENT

The meeting adjourned at 7:19 p.m.

BOARD CERTIFICATION & APPROVAL OF MINUTES: This is to certify that the Deep Branch Woods Homeowners Association, Inc. is a Delaware Non-Profit Corporation; that the Board is duly constituted; has made all decisions based on reasonable investigation, in good faith, and with regard to the best interests of the community and its members; has exercised discretion within the scope of its authority under relevant statutes, covenants, and restrictions in discharging its obligations; and hereby approves the authenticity of actions reported in the above minutes of this meeting.

SO APPROVED

Kelly Roberts, Secretary
Deep Branch Woods Homeowners Association, Inc.
June 6, 2025

**NOTES, ANALYSIS, AND
ORGANIZATION OF PROPOSED
CHANGES TO DEEP BRANCH WOODS
COMMUNITY DOCUMENTS**

DRAFT 6/5/25

Legend:

YELLOW highlighting shows the existing language of each of the relevant covenants

Proposed Changes / Issues for Community

Discussion / Notes section attempts to categorize the proposed changes, explain the proposed language, note discussion items received from the community thus far, and highlight any other issues that we will want to consider in our community meeting

NB: this document is not legal advice, and is a (likely-imperfect) attempt to assist the community in understanding the current state of the covenants and what types of changes have been proposed. Everything will be up for discussion at the community meeting, so please bring thoughts and notes!

ADDING PROPOSED ENFORCEMENT MECHANISMS

RESTRICTIVE COVENANTS

SECTION 6.16

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.16 In the case of any violation or attempted violation of any of the Restrictive Covenants in this Article VI, it shall be lawful for Declarant to prosecute any proceeding at law or equity to prevent such violation or to recover damages or other relief due for such violation.

In the alternative, violation of any of the covenants herein will give Declarant, in addition to all other remedies, the right, after reasonable notice, to enter upon the land as to which the violation exists, and to abate and remove, at the expense of the Owner, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, and Declarant shall not thereby be guilty of any manner of invasion of privacy or trespass for such entry, abatement, or removal.

Proposed Changes / Issues for Community Discussion / Notes:

- There is currently no detail on enforcement mechanisms in the existing covenants.
- The Board already has the authority to put enforcement mechanisms in place by the existing language of the covenants (because that power is allocated to the Declarant, above, and all powers of the Declarant have now transferred to the Board).
- **Recommend implementing enforcement mechanisms by a standard majority community vote, or even just a vote of the Board, instead of adding this functional detail into the Covenants themselves, to provide flexibility for change if the system needs to be tweaked in the future. There are various legal justifications for bifurcating rules and enforcement terms we can discuss as a community.**
- **This would allow us to put these enforcement mechanisms in place before we sort out all of the detail around proposed covenants changes, which will require attorney involvement.**
- Concerns have been voiced about the cost for certified mail, the time required to fulfill the proposed procedures, and various terms that need to be clarified in the proposed language.
 - Additional concerns from the community: “Just a head’s up – certified mail does not always indicate owner’s receipt of the notification. For example, I have received certified mail where the portion for my signature was removed by someone other than me. I don’t know who signed it but I never did.”
- To address some of the concerns, I’ve redrafted the potential enforcement mechanics while retaining all the intended details, in the following document that can be adopted at today’s Board meeting if the Board so chooses. Alternatively, this document draft has been emailed to the Board for any desired tweaks, or if you prefer to share with the community for comment before voting on it in a Board-only vote. Again, a community vote is not required for this aspect.

ENFORCEMENT FOR VIOLATIONS OF RESTRICTIVE COVENANTS **DEEP BRANCH HOA**

Under Section 6.16 of the existing **DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE** for Deep Branch Woods, the DBW HOA Board has the authority to prosecute any proceeding at law or equity to prevent such violation or to recover damages or other relief due for such violation. In the alternative, violation of any of the covenants herein will give the DBW HOA Board, in addition to all other remedies, the right, after reasonable notice, to enter upon the land as to which the violation exists, and to abate and remove, at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, and the DBW HOA Board shall not thereby be guilty of any manner of invasion of privacy or trespass for such entry, abatement, or removal.

Violation complaints may be reported by members of the community via email to dbwboard@gmail.com or by mail to 25371 Branch Lane, Attn: DBW Board Secretary. Violations should **not** be reported privately or by any other method to individual members of the DBW HOA Board. Any such complaints will be discarded.

Violations may also be raised by the Board in the first instance. Upon receipt or initiation of a complaint, an informal in-person or email notification of violation will be sent to the property owner by the Board Secretary.

If the violation is not addressed within seven (7) days, a letter will be sent to the property owner via Certified Mail. If the property owner does not remedy the violation, or provide the Board with a satisfactory written plan to rectify the violation with a specific timeline for completion, within seven (7) days of receiving the certified letter, an initial fine of \$25 will be assessed against the property owner.

If the violation is not addressed or the submitted plan is not executed according to the proposed timeline, notification of the fine and additional notice of continuing violation will be sent via Certified Mail.

The homeowner will notify the DBW HOA Board when the property is back in compliance with the DBW Rules, Regulations, and Covenants. If the Board does not agree by majority vote that the violation has been rectified, notice of continuing violation will be sent via Certified Mail, and in-person meeting with the homeowner will be requested.

An additional weekly \$25 fine will be assessed for each week that the violation continues. After the first month of weekly fines, monthly fines of \$100 will continue to be assessed until the violation is rectified.

When total outstanding fines reach \$100, the DBW HOA Board may begin proceedings to place a lien on the property.

If a homeowner is found to be in violation of the DBW covenants and is fined, but comes within compliance prior to the institution of lien proceedings, the DBW HOA Board will halt enforcement as soon as all past fines are paid in full.

If, after 60 days, the fines are not paid in full, the home owner will be notified that enforcement proceedings will re-commence and lien proceedings may be instituted for outstanding, unpaid fines. The homeowner will also reimburse the community for the cost of all Certified Mail sent for purposes of enforcement against any violation.

If you have any questions about this enforcement policy, please email dbwboard@gmail.com.

**SUBSTANTIVE PROPOSED CHANGES TO
HOME OWNERS' RIGHTS**

**NEED COMMUNITY INPUT
AND DISCUSSION**

Article VI

Other & Non-Structural

RESTRICTIVE COVENANTS

SECTION 6.5

FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4878 PG: 204 - 206, 4/27/18

6.5 The planting of additional shrubs and flowers by an Owner within three (3) feet of the perimeter of the Owner's house is encouraged. No permanent or temporary clothes lines or clothes trees shall be permitted. No permanent or temporary tent, shack, barn, shed or other outbuilding or utility buildings shall be permitted, either separately or attached to the house erected on a Lot **except strictly as provided in 6.3 above**. No dog pen, no dog run, no dog house, or other similar animal structure shall be erected or placed temporarily or permanently on any Lot. No farm animals (including but not limited to horses, cows, pigs, goats, geese, and chickens) may be kept on any Lot.

Proposed Changes / Issues for Community Discussion / Notes:

- **This is a substantive change to the rights of home owners re: landscaping.** There is currently no restriction on landscaping that does not involve building structures.
- The Board proposal moves language into 6.4, 4th and 3rd subparagraphs. The language is tweaked slightly but not with clear purpose.
- This section needs to be streamlined and better referenced to related sections.
- New proposed language: Landscape projects that extend further away from the residence, or larger landscape projects to include (but not limited to) ponds, walls, patios, permanent fire pits, paver walkways or driveways, privacy screen shrubs on property lines, raised gardens, etc., shall need written approval of the board after a submission of the Architectural Improvement form.
 - Driveways are covered in another proposed paragraph, should not be addressed twice.
- This is clarifying that any landscaping project away from the house needs to be approved by the Board. That's new material not currently in our covenants.

Article VI

Residential Use Only

RESTRICTIVE COVENANTS

SECTION 6.7

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.7 All Lots shall be used for single-family residential dwelling units for residential purposes. No more than one dwelling house may be erected on a single Lot. No truck, trailer, or other similar unit having more than six wheels or longer than twenty-two (22) feet shall be placed on any Lot or parked on any street anywhere else in the Community temporarily or permanently. Vehicles are not to be left jacked up or without wheels, or have any major repair work performed on driveways or the private streets. All vehicles must have current registration tags and be operable. No above ground pools shall be erected on any Lot.

Proposed Changes / Issues for Community Discussion / Notes:

- **This is a substantive change to the rights of home owners re: RVs, boats, and campers.**
- The Board proposal moves language into 6.1, 6.5, and 6.7. Some language is tweaked slightly and other language is added.
- Slight revisions re: vehicles:
 - “All vehicles parked within the community must have a valid/current registration, be insured, operable, and parked in a driveway or garage. No vehicles are to be left jacked up, wheel-less, or otherwise in a state of obvious disrepair or maintenance.”
- Additional language re: campers, RVs and trailers:
 - “No vehicles are to be parked in the street or in yards (exception to be made for an event or party but only during the duration of the event). No commercial vehicles or trailers are to be stored on any lot or within the community. No RVs, campers, or boats shall be stored on any lot or within the community. Residents will be allowed to park their RV, camper, or boat in their driveway for a period not exceeding 24 hours to prepare or clean prior to/after usage. No vehicle or box trailer having more than six (6) wheels shall be parked on any lot or street, temporarily or permanently, by residents or guests (exceptions for business vehicles performing work on / at residences). Excessively loud vehicles can be reported as a nuisance vehicle and shall not be permitted.”
 - “Personal use utility trailers are permitted so long as they are stored out of sight from the roadway and neighboring residents.”
- Because the street is dedicated to public use, can we still prohibit parking of vehicles on the street?
- Most all DBW driveways are visible from the road, so this would effectively mean that trailers had to be stored in a garage or shed.
- This is duplicative of the commercial vehicles language in another section and should be discussed only in one place.

Article VI

Sale Signage Limitations

RESTRICTIVE COVENANTS

SECTION 6.12

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.12 No signs, plaques, posts, marquees, billboards, handbills, or other advertising media shall be erected on any Lot nor displayed internally from any home or other structure situated on a Lot, other than a sign depicting the name of the Owner and/or the address of the Lot; provided, however, that with the prior written consent and approval of the Declarant (or its successors or assigns) as to size, location, and duration of placement, one (1) "for sale" sign may be placed on a lot if, when, and only for so long as the Owner offers the home for sale. Declarant retains the right to display signs on Lots.

Proposed Changes / Issues for Community Discussion / Notes:

- **This is a substantive change to the rights of home owners to display flags, and have home and yard decorations.**
- The Board proposal moves language into 6.9. Some language is tweaked slightly and other language is added.
- New language proposed as follows:
 - “No signs, plaques, posts, marquees, billboards, handbills, or other advertising media shall be erected on any lot nor displayed internally from any home or other structure situated on a lot, other than a sign depicting the name of the owner and/or the address of the lot. An exception will be made for one (1) “for sale” sign to be allowed on any lot while the owner is attempting to sell the home. The sign is to be removed after an offer has been accepted.”
 - “Each house is allowed to display up to one (1) flag on the residential structure.”
 - “Exterior home and yard decorations and ornaments will be limited in number to maintain a dignified appearance. Immoral, purposely insulting, and/or offensive decorations shall be prohibited. Violations will be confirmed by a 4/5 board vote.”
- Community questions: Why limited to one flag? Why can’t an owner display, for example, the U.S. and Delaware flags, or the U.S. flag and their favorite sports team flag?
 - Delaware also has laws against bylaws or covenants that restrict the ability of Delawareans to fly the American or Delaware flag, which might conflict with the proposal.
 - Mike also clarified that two flags should be fine.
 - Again, the 4/5 board vote needs to be rethought given that we have a six-member board right now. It should be a legal voting standard (majority, super-majority, etc.) that can flex with the size of board composition.
 - How will this be enforced?
 - How is morality defined? Does “purposefully insulting” have a *scienter* (knowledge / intent) requirement?

**POTENTIALLY SUBSTANTIVE PROPOSED
CHANGES TO HOME OWNERS' RIGHTS**

**NEED COMMUNITY INPUT
AND DISCUSSION**

Article VI

Accessory Structures

RESTRICTIVE COVENANTS

SECTION 6.3

FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4878 PG: 204 - 206, 4/27/18

6.3 Accessory Structures shall be limited to one detached structure per lot with a roof pitch of not less than 6/12 and a height not to exceed the main structure. Accessory structures shall not have a floor area that exceeds 50% of the floor area of the main floor of the main structure. Architectural appearance of Accessory Structures shall match the main structure, including but not limited to roofing, siding, windows, and trim. Accessory Structures are subject to review and approval as provided for in 6.1 above.

Proposed Changes / Issues for Community Discussion / Notes:

- This is potentially a substantive change to the rights of home owners, depending how the terms are defined (one v. two buildings, outbuilding v. shed, relative size of “one-car garage”, etc.).
- The Board proposal moves language into 6.1 Lot usage and buildings -- 2nd sentence: and 6.5 Home Improvements – 1st, 2nd, 3rd, 4th, and 6th subparagraphs – the final changes would need to be arranged properly once the contents are complete.
- As drafted, the Board’s suggestions have conflicting rules depending on undefined terms -- prohibiting unattached garages and allowing one detached structure (with desire for an allowance for two, in certain circumstances.) We need more input from the community on how we want these rules to be changed, if at all.
- At a HOA meeting a few years ago, the community approved changing “one detached structure” to “two detached structures” because of the uncertainty of whether accessory structures cover pergolas as well as sheds. Because that uncertainty still exists in proposed Article VI, Kathy thinks that the language should allow for two detached structures.
- Kathy also notes that the second sentence in proposed paragraph 6.1 (prohibits unattached garages) and the accessory structures language in proposed paragraph 6.5 (allows one detached structure) are in conflict. Also, because of the uncertainty of what an Accessory structure is, Kathy believes that the 3rd subparagraph should be changed to provide that this subparagraph does not apply to unattached garages (prohibited in proposed paragraph 6.1), and to the structures prohibited in the third subparagraph in proposed paragraph 6.4 (*e.g.*, shack, lean-to, barn).
- Per note from Mike, “we were looking to edit this amendment to only limit the additional structures to be no larger than the size of a one car garage that is only one story. We do agree that the option should be amended to clearly list two structures such as sheds, garages and pergolas.”
 - It’s not clear how this differs from the existing requirements, which are more specific and much more easily enforceable.
- The goals here need further clarification and consensus.

Article VI

Debris and Rubbish

RESTRICTIVE COVENANTS

SECTION 6.6

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.6 Each Owner of a Lot shall keep his Lot, and any improvements thereon, in a presentable condition, free and clear of any debris. No outside burning of rubbish or other fires (excluding fire pits and outside fire places used to burn wood, coal, gas or artificial logs) will be permitted. With the exception of trash collection days, all trash containers shall be concealed from public view. In the event that any such Owner shall not keep his Lot in a presentable condition, Declarant may, after reasonable notice, enter the Lot and perform such work as is necessary to restore it to a presentable condition. The Owner will then be liable to Declarant for payment for the cost of such work. This right to enter a Lot may be assigned to the Association.

Proposed Changes / Issues for Community Discussion / Notes:

- **This is potentially a substantive change to the rights of home owners re: yard maintenance.**
- The Board proposal moves language into 6.4, 2nd, 5th, 6th, and 7th subparagraphs. Some language is tweaked slightly and other language is added.
- New additions proposed:
 - “Each owner of a lot shall keep their lot, and any improvements thereon, in a presentable condition and free and clear of any debris. “Presentable condition” shall mean lawn to be cut weekly, shrubs and trees reasonably maintained and trimmed, garden/flower beds reasonably free of weeds, house and structures clean and free of mold/mildew, etc.”
 - There was agreement to add a “weather permitting” caveat to the mowing item.
 - “Because there is an infinite number of metrics to measure “presentable condition”, complaints about a residence, made to the board, shall be deemed in violation with a 4/5 vote from the board. If the homeowner refuses to correct violations after reasonable time, DBW board has the right to correct the violation and the homeowner will be liable to reimburse DBW for the costs. The DBW board maintains the authority to give the right to enter the violation property to any company, person, or agent, contracted to make improvements on the violation.”
 - This needs to be rewritten in light of board compositions other than five members, to add an agreed-upon definition of how much time is reasonable, and how this interrelates with the possible community-override voting option, as well as to remove the prefatory language.
 - Who has the right to call for a board vote? What is the complaint process? These items should all be dealt with in the enforcement section of the document.
 - “Recreational and hobby items (bicycles, kayaks and canoes) shall not be stored outside.”
 - "All outdoor furniture must be designed for outdoor use and must be kept in presentable condition.”

Article VI

Group Homes & Day Care

RESTRICTIVE COVENANTS

SECTION 6.10

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.10 No group homes, family care homes, or day care centers shall be erected or permitted to be operated on any Lot. Any attempted erection or operation shall be considered a direct violation of these Declaration of Restrictions, as it violates the overall neighborhood community development plan.

Proposed Changes / Issues for Community Discussion / Notes:

- This is potentially a substantive change to the rights of home owners, depending on what language is agreed upon, due to the proposed addition of “single family usage only” and prohibitions on short-term rentals.
- The Board proposal moves this topic into 6.2, 1st subparagraph and proposes new language and removes the Declarant-specific items.
- New language is added:
 - “Homes are to be used for single family usage only.”
 - “No group homes, family care homes, or day care centers shall be erected or permitted to operate within homes on any lot. Any attempted erection or operation shall be considered a direct violation of these Declaration of Restrictions, as it violates the overall neighborhood community development plan. This paragraph also prohibits short term rentals such as AirBnB and similar.”
- For the new language, it’s unclear how it will be applied. For example, if a relative or an in-law lives with you, is that a “single family”? Or if unrelated persons live together in the home, is that a “single family”?
 - The Board suggested that any family member living with you (daughter, son or in-laws) are considered a single family but a non-family member is considered a renter and therefore we were suggesting not be allowed.
 - What about non-married couples, friends living together, etc.?
- Because this new paragraph 6.2 covers home usage, does this sentence apply only to the short-term rental of the entire home? What is the definition of “short-term”?

Article VI

Oil, Gas & Other Tanks

RESTRICTIVE COVENANTS

SECTION 6.11

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.11 No oil, gas, petroleum or other fuel tanks shall be stored in, under or upon any Lot or within the Community.

Proposed Changes / Issues for Community Discussion / Notes:

- This is potentially a slight substantive change to the rights of home owners, depending on what “any other hazard” is intended to mean.
- New language proposed as follows:
 - “No oil, gas, petroleum, any other fuel, chemical agent, or any other hazard to the community and its water supply, shall be stored in, under, or upon any lot or within the community. An exception is made for the community propane system.”
 - “This section is not meant to prohibit propane tanks for grills, heaters, or fire pits, nor gas containers for lawn equipment, or legal chemical agents used for lawn or garden care.”

RESTRICTIVE COVENANTS

SECTION 6.13

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.13 All Owners shall be responsible for damage done by them or their invitees or agents to any sidewalks, curbs or the roadbed in front of their Lot. All road repairs shall be made in accordance with the requirements of Declarant and/or the Delaware Department of Highways and Transportation, and all sidewalk and curb repairs shall be made in accordance with the requirements of the Declarant and/or the Department of Highways and Transportation.

Proposed Changes / Issues for Community Discussion / Notes:

- **This is unlikely to be a substantive change to the rights of home owners**, but may need to be vetted legally and with home insurers to make sure the language does not cause any conflict.
- The Board proposal moves language into 6.3 Home Insurance and 6.4, 10th subparagraph (Landscape, yard improvements, property maintenance).
- New language proposed as follows:
 - “All homes and lots shall be covered by home insurance. All homeowners shall be responsible for damage done by them, items from their property, their guests, agents, or invitees to any community or private property within the community.”
 - “If any damage is done to the roadway, the resident responsible shall notify the board immediately. Because the roadway is now dedicated for public use, DelDot shall be notified immediately. If DelDot refuses repairs, the lot owner that is responsible for the damage shall be responsible for the repair of the roadway damage which will be completed in accordance with the requirements of DelDot and the Department of Highways and Transportation.”

**POTENTIALLY HIGH STAKES
PROPOSED CHANGES**

**NEED COMMUNITY INPUT
AND DISCUSSION**

NEW PROPOSED PROVISION

6.14 Community Power

The community shall have the right to overturn any DBW HOA Board decision by a community vote of 75% of the outstanding homes entitled to vote. Any person who wishes to challenge a board decision shall notify the board immediately. The community will then have two weeks, after the announcement of a board decision, to override the Board with a community vote of 75% or greater.

Issues for Community Discussion / Notes:

- **This is a fairly high-stakes change** and will need to be implemented with legal advice and the input from the community on the proper desired parameters of notice, opportunity to challenge, notice of vote, time and method of voting, etc.
- Need to clarify that this is 75% of all outstanding votes, not votes cast.
- Need clarification on terms of the vote, and whether anything else is required to call a vote beyond a single person wishing to challenge a decision.
- Need to clarify when the time trigger begins (presumably, notification from the Board of action, which should be required to be provided within some period of time after any action / decision is made.)
- From a legal perspective, this seems to add fairness to the process, but also could be ripe for abuse due to the procedural and administrative burdens caused by calling for a community vote.
- Need to determine how voting will be done, by what method, and how we deal with compliance for notification in advance of meetings as laid out in the current Bylaws because certain notice of any meetings involving a community vote are already laid out in other sections of the existing Bylaws, and we do not want to cause any conflicts.

LOW-STAKES AND NO-STAKES PROPOSED CHANGES

NEW PROPOSED PROVISION

6.15 Precedence of this document

The contents of this document will replace the original Restrictive Covenants and any addendums or alterations to it. If any discrepancies are found between this document and anything previous, the Board and the community shall give precedence to this document.

Issues for Community Discussion / Notes:

- **This is a low-stakes change** if we decide to change covenants, but it does mean that legal review would need to be conducted to ensure that everything from the prior document was covered because anything not addressed would be removed. Also, any cross references in the existing documents to Section VI could be broken by this change, and need to be anticipated.
- Without other explanatory language, this proposed paragraph provides that proposed Article VI is effective as of the date of approval by 75% of the community. That could mean that existing homes, structures, landscaping, or other items not complying with proposed Article VI will be in violation as of that date (*e.g.*, the homes with less than 1800 square feet of livable floor space (excluding basement and garage) could be in violation). This can be mitigated with the proper language to grandfather in existing structures, as was voted upon by the community at a prior meeting.
- This language needs to be re-drafted to reflect legal implications, naming the relevant prior documents and their deed/book/page numbers, etc., and we need to decide whether we want to refile our existing documents to remove the replaced sections to avoid confusion in the future.

NEW PROPOSED PROVISION

6.12 Common Areas

All areas within the community, not deeded to a private lot, will be considered common areas. This is to include the areas within the circles, entrance way, 30' buffer areas between the community and neighboring properties, and the retention pond. Maintenance of all common areas will be the responsibility of the DBW HOA Board and any improvements to them will need the approval of same.

Issues for Community Discussion / Notes:

- **This is a low-stakes change** because it largely tracks the existing legal regime.
- It's not clear what purpose it serves or what confusion it may cause, in light of what the existing deed and plot documents reflect.
- Is this addressing some existing or potential concerns? If so, what are they?

RESTRICTIVE COVENANTS

SECTION 6.1

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.1 No building, driveway, structure, fence, wall, wheel chair ramp, outdoor furniture or outdoor ornaments, walks, paths, flagpoles, outside clotheslines, or other erection shall be commenced, nor shall any addition to or change be made upon any of the Lots conveyed by Declarant until complete and comprehensive plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location, driveway and frontage on the lot of such building or other erections, and the name of builder, shall have been submitted for approval, in writing, by Declarant.

Declarant shall have the right to refuse to approve any such building plans and specifications which are not, in its sole judgment, desirable for aesthetic or other reasons, and in so passing upon such plans and specifications it may consider the harmony thereof with the surroundings and the outlook from and enjoyment of adjacent or neighboring properties. The Declarant shall have the right to refuse to approve a proposed contractor if Declarant believes the contractor will not promptly complete the construction in a workmanlike manner. All construction, whether new or an alteration, or an addition, shall be promptly pursued to completion without undue delay and in any event shall be completed within one month of its commencement, unless a later date for completion is approved in writing by Declarant.

Declarant may assign its rights and duties under this Section 6.2 to the Association or a Building Review Committee comprised of up to three members appointed by Declarant or the Association, as the case may be. All decisions of Declarant or its Building Review Committee shall be final.

Proposed Changes / Issues for Community Discussion / Notes:

- **This is a low stakes change.**
- Remove “outdoor furniture or outdoor ornaments,” and “outside clotheslines,” from the list of regulated items. This is added back in part in another section.
- Update “Declarant” to “DBW HOA Board”
- Remove Declarant-specific final paragraph.
- Approval by the Board should be specified to be in writing.

RESTRICTIVE COVENANTS

SECTION 6.2

FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4878 PG: 204 - 206, 4/27/18

6.2 No house shall be constructed on any Lot if it has less than 1500 square feet of livable floor space (excluding basement and garage). All construction shall be "stick built" onsite on permanent foundation (no manufactured housing nor modular housing).

Proposed Changes / Issues for Community Discussion / Notes:

- **This is a low stakes change**, since there can be no additional phases of our development, and there is only one potential lot that could be built upon newly. This would be relevant to any tear-down and rebuild in the future.
- There are at least five homes in the community with less than 1800 square feet of livable floor space, including Kelly Roberts' and Kathy Reed's.
- At the HOA meeting on 7/20/2024, the community agreed to grandfather existing lots from the proposal.
- What is the rationale behind changing this, if existing homes are grandfathered in?
- If we make the change, should we also retain the stick-built specification? I assume no one wants manufactured or modular housing allowed in the community.
 - "All construction shall be "stick built" onsite on permanent foundation (no manufactured housing nor modular housing)." This language was not in the prior proposal but may have been omitted unintentionally.

Article VI

Livestock and Pets

RESTRICTIVE COVENANTS

SECTION 6.8

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.8 No livestock or farm animals, chickens or fowl of any kind shall be kept or allowed to remain on any Lot. Only indoor pets are permitted, and only three (3) pets per household are permitted at a time. Those indoor pets permitted may not disturb the peace of the neighbors. When outside the home, pets must be accompanied and on a leash at all times. Owners must clean up after their pets immediately. Any pet that repeatedly constitutes an annoyance to other Owners will be denied further occupancy on any house or Lot. Dog pens, houses or runs shall not be permitted.

Proposed Changes / Issues for Community Discussion / Notes:

- **This is a low-stakes tweak** to the existing rule.
- The Board proposal moves this language into 6.6.
- New language is added: “Cats, or other pets, are not permitted to roam freely.”
- The last sentence is tweaked: “Dog/animal pens, houses, runs, or any other device designed and used to house animals outside shall not be permitted.”
- How will this provision be enforced?
- Will it be subject to community override?

Article VI

Trade and Business

RESTRICTIVE COVENANTS

SECTION 6.9

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.9 No trade, business, commerce, industry, profession or occupation shall be conducted on any Lot which has members of the public or non-family member employees as guests, employees or invites to the premises. (Home offices are permitted). This provision, however, shall not prevent the maintenance and carrying on of the business of constructing, selling or renting houses on any of Lots of Declarant until such time as all Lots shown on the Subdivision Plan are sold, nor shall it prevent Declarant, its successors and assigns, from using one or more Lots as a sample home. This paragraph shall not prohibit Declarant from storage of all equipment and from maintaining all necessary buildings necessary to meet Declarant's maintenance obligations, if any.

Proposed Changes / Issues for Community Discussion / Notes:

- **This is a low-stakes change**, unless residents have concerns about the definition of commercial vehicles. That issue is also addressed in another section and needs to be deduplicated.
- The Board proposal moves this topic into 6.2, 2nd subparagraph and proposes new language and removes the Declarant-specific items.
- “The use of a home office or work-from-home remote working is permitted. However, no trade, business, commerce industry, profession, or occupation, shall be conducted on any lot which has members of the public or non-family member employees as guests, employees or invitees to the premises. Storage of commercial vehicles and equipment shall also be prohibited.”
- How are commercial vehicles and equipment understood / defined? What items are we concerned about? Are there any specific examples?

RESTRICTIVE COVENANTS

SECTION 6.14

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF
HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.13 Utility Contracts Notice. The Declarant has or will negotiate and enter into contracts with such utility company, or companies, or governmental agencies, as Declarant may deem appropriate for the purpose of supplying utilities to said subdivision, including, but not necessarily limited to telephone service, central water service, wastewater disposal system, cable television, propane gas and any other utility which is deemed desirable by the Declarant, on behalf of the individual Unit Owners and residents of the Deep Branch Woods Subdivision and the Association. The individual Unit Owners and residents of the Deep Branch Woods Subdivision and the Association shall be bound by such contracts and any recorded Agreements between Declarant and any such utility company, or companies or governmental agencies and shall pay all such fees, assessments, charges, rates, or tariffs required by such contracts.

Proposed Changes / Issues for Community Discussion / Notes:

- **This is a low stakes change.**
- Moves this into 6.11 with updated language to remove the Declarant-specific aspects.
 - “The DBW HOA Board has (and will continue to) negotiate utility contracts, when applicable, on behalf of the community. Individual owners will be bound to the contracts and any agreements made by the Board on the community’s behalf.”
 - Recommend adding a requirement for the board to make any relevant decisions with the input of the community, since they would constitute changes to the status quo.

Article VI

Driveway Areas

RESTRICTIVE COVENANTS

SECTION 6.15

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

6.15 The driveway areas accessing any street shall be initially constructed by the Declarant or its agent and required to be constructed with asphalt, concrete or similar compositions. No dirt or stone access driveways shall be permitted. Subsequent to the initial construction of driveway areas, each Owner shall be responsible for maintaining the driveway area.

Proposed Changes / Issues for Community Discussion / Notes:

- **This is a no stakes change.**
- The Board proposal moves language into 6.4, 8th subparagraph. Some language is tweaked slightly and other language is updated since the Declarant is no longer involved.
- “All driveways will be constructed of asphalt, concrete, or pavers. No dirt or stone driveways are permitted. Each owner is responsible for the maintenance and upkeep of their driveway.”

Article VI

Setback Requirements

RESTRICTIVE COVENANTS

SECTION 6.4

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION FOR DEEP BRANCH WOODS IN SUSSEX COUNTY, DELAWARE

BK: 4582 PG 82 - 103, 8/12/16

SECTION 6.4

6.4 No structure shall be erected on any Lot unless it complies with the applicable front [and] rear and side yard setback requirements of the Sussex County Zoning Ordinance, as modified by certain waivers granted by the Sussex County Levy Court for this Community.

Proposed Changes / Issues for Community Discussion / Notes:

- This is a no stakes change.
- The Board proposal moves language into 6.1, 5th paragraph.