

**BRENNAN ESTATES MAINTENANCE CORPORATION**

**BOD MEETING**

March 3<sup>rd</sup>, 2022

7:00 PM

Agenda

**ORDER OF BUSINESS**

- 1) Call to Order
- 2) Representatives
  - i. Eric Morrison
  - ii. Stephanie Hansen
- 3) Financial Report – January
- 4) Meeting Minutes – November 2021
- 5) Old Business
  - a) Open Projects:
    - i. Entrance Brick Repairs – Pending
    - ii. Playground – Committee
    - iii. Pond Fountain Work – Pending
    - iv. HOA Homeowner Portal
- 6) New Business
  - i. Phase Two – Tree Replacement Project
  - ii. Spring Violations
  - iii. Dog station repairs
  - iv. Meadow’s sign repairs
  - v. BOD Office Positions
- 7) Open Forum
- 8) Adjourn

**FUTURE MEETINGS & EVENTS**

BOD Meeting – 05/19/22 – BOD Meeting

# Brennan Estates Maintenance Corporation

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Balance Sheet  
As of 01/31/22

Account	Description	Operating	Reserves	Other	Totals
ASSETS					
1020	Cash Checking SmSt - 9213	290,816.98			290,816.98
1060	Smst Snow Account - 0076	59,315.79			59,315.79
1070	Cash Reserve Smst - 9221		176,796.82		176,796.82
	TOTAL ASSETS	350,132.77	176,796.82	.00	526,929.59
		=====	=====	=====	=====
LIABILITIES & EQUITY					
CURRENT LIABILITIES:					
3050	Unearned Income	50.00			50.00
3310	Prepaid Owner Assessments	1,414.13			1,414.13
	Subtotal Current Liab.	1,464.13	.00	.00	1,464.13
RESERVES:					
5015	RESERVE CONTRIBUTION		175,893.81		175,893.81
5030	Reserve Interest		903.01		903.01
	Subtotal Reserves	.00	176,796.82	.00	176,796.82
EQUITY:					
5510	Prior Year Net Inc/Loss	204,845.66			204,845.66
	Current Year Net Income/(Loss)	143,822.98	.00	.00	143,822.98
	Subtotal Equity	348,668.64	.00	.00	348,668.64
	TOTAL LIABILITIES & EQUITY	350,132.77	176,796.82	.00	526,929.59
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Income/Expense Statement  
Period: 01/01/22 to 01/31/22

		Current Period			Year-To-Date			Yearly
Account	Description	Actual	Budget	Variance	Actual	Budget	Variance	Budget
INCOME:								
06310	Assessment Income	168,335.11	267,800.00	(99,464.89)	168,335.11	267,800.00	(99,464.89)	267,800.00
06380	Interest Income	2.32	.00	2.32	2.32	.00	2.32	.00
06920	Misc. Income	75.00	.00	75.00	75.00	.00	75.00	.00
06921	Aspen Admin Fee Income	25.00	.00	25.00	25.00	.00	25.00	.00
	Total Monthly Income	168,437.43	267,800.00	(99,362.57)	168,437.43	267,800.00	(99,362.57)	267,800.00
EXPENSES								
General & Administrative								
07010	Management Fees	5,356.00	5,356.00	.00	5,356.00	5,356.00	.00	64,272.00
07020	Accounting & Audit Fees	.00	.00	.00	.00	.00	.00	625.00
07160	Collection & Legal Fees	62.50	708.33	645.83	62.50	708.33	645.83	8,500.00
07280	Insurance	.00	.00	.00	.00	.00	.00	6,962.00
07320	Office Expense	1,802.56	729.17	(1,073.39)	1,802.56	729.17	(1,073.39)	8,750.00
07450	Taxes	.00	.00	.00	.00	.00	.00	2,250.00
07500	Website	.00	200.00	200.00	.00	200.00	200.00	2,400.00
	General & Administrative	7,221.06	6,993.50	(227.56)	7,221.06	6,993.50	(227.56)	93,759.00
Utilities								
08910	Electricity	715.60	833.33	117.73	715.60	833.33	117.73	10,000.00
	Utilities	715.60	833.33	117.73	715.60	833.33	117.73	10,000.00
Maintenance								
09010	Tree & Shrub Care	6,560.00	1,666.67	(4,893.33)	6,560.00	1,666.67	(4,893.33)	20,000.00
09020	Grounds Maintenance	8,546.00	7,121.67	(1,424.33)	8,546.00	7,121.67	(1,424.33)	85,460.00
09040	Snow Removal	.00	1,250.00	1,250.00	.00	1,250.00	1,250.00	15,000.00
09060	Playground Maintenance	.00	833.33	833.33	.00	833.33	833.33	10,000.00
09110	Repair and Maintenance	.00	833.33	833.33	.00	833.33	833.33	10,000.00
09120	Pond Maintenance	.00	625.00	625.00	.00	625.00	625.00	7,500.00
09800	Trash Collection	304.71	273.00	(31.71)	304.71	273.00	(31.71)	3,276.00
	Maintenance	15,410.71	12,603.00	(2,807.71)	15,410.71	12,603.00	(2,807.71)	151,236.00
Reserve Contributions								
09910	Reserves - Reserve Contrib.	1,267.08	1,267.08	.00	1,267.08	1,267.08	.00	15,205.00
	Reserve Contributions	1,267.08	1,267.08	.00	1,267.08	1,267.08	.00	15,205.00
	TOTAL MONTHLY EXPENSES	24,614.45	21,696.91	(2,917.54)	24,614.45	21,696.91	(2,917.54)	270,200.00
=====								
INCOME/(LOSS)								
	CURRENT NET INCOME/(LOSS)	143,822.98	246,103.09	(102,280.11)	143,822.98	246,103.09	(102,280.11)	(2,400.00)
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AGED OWNER BALANCES: AS OF Jan. 31, 2022  
ACCOUNT NUMBER SEQUENCE

\* - Previous Owner or Renter

ACCOUNT #	UNIT #	NAME	CURRENT	OVER 30	OVER 60	OVER 90	TOTAL	STATUS
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REPORT SUMMARY

CODE	N/A	DESCRIPTION	ACCOUNT #	CURRENT	OVER 30	OVER 60	OVER 90	TOTAL
A1		ASSESSMENT	6310	257.02	99863.47	0.00	93890.55	194011.04
01		Late Fees	6340	1268.59	0.00	0.00	29537.00	30805.59
03		Aspen Admin Fee	6921	0.00	0.00	0.00	425.00	425.00
09		CC&R Admin Fee	6920	0.00	0.00	0.00	1250.00	1250.00
GRAND TOTAL:				1525.61	99863.47	0.00	125102.55	226491.63

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	DELINQUENCY AMOUNT
06310	Assessment Income	194011.04
06340	Late Fee Income	30805.59
06921	Aspen Admin Fee Income	425.00
06920	Misc. Income	1250.00
TOTAL		\$226491.63

# **Brennan Estates Maintenance Corporation**

Meeting Minutes  
November 18, 2021

## **Opening**

The Annual and Budget Meeting of the Brennan Estates Maintenance Corporation was called to order at 19:09 on November 18, 2021 on Zoom by Heather Pasquariello.

## **Proof of Meeting Notice**

Meeting notice and the proposed annual budget were distributed via mail in October including the meeting access procedure. Meeting notice was also sent via e-mail.

## **Open Issues**

1. Election of Board Members (19:15)
  - a. Rose Smith was reelected to represent The Terraces Townhomes.
  - b. Heather Pasquariello and Courtney Glasgow Rinaldi were reelected to represent The Meadows.
  - c. Tom Bremmer was newly elected to represent The Meadows.
  - d. Mike Doyle was nominated to represent The Arbours.
2. Financial Report – Proposed 2022 Budget (19:25)
  - a. The proposed 2022 budget was discussed.
  - b. The Primrose Playground project was discussed at length.
    - i. Primrose playground repairs represent a substantial cost which will deplete the Maintenance Corporation's reserves.
    - ii. The Brennan and Primrose playgrounds will need to be replaced within the next several years which will require funding from the Maintenance Corporation.
    - iii. An initial estimate by Cunningham Recreation was rejected by the Board due to cost. A revised estimate of \$296,143.52 was received and reviewed.
    - iv. An estimate by River Valley Recreation was also received and reviewed.
    - v. Heather Pasquariello contacted state legislators to inquire about grant funding opportunities, of which Brennan Estates only qualifies for a tree replacement grant (\$5000) which the Board will pursue. The state will cover only the cost of playground removal for communities that cannot afford the expense.
    - vi. There may be opportunities for fundraising through corporate sponsorships and/or community fundraising events.

- c. The annual budget vote commenced at 20:14. The proposed budget was not passed. The Maintenance Corporation will revert to the 2021 budget.
  - i. Mail-in vote: 15 approve – 70 disapprove
  - ii. In-person vote: 27 approve – 29 disapprove
  - iii. Total: 42 approve – 99 disapprove

## **Old Business**

- 1. Open Projects:
  - a. Entrance Brick Repairs – pending. Finding a contractor for this work has been challenging and was postponed due to the ongoing crosswalk work by DelDOT at the entrance off Summit Bridge Road.
  - b. Playground – Discussion & Proposals Review
    - i. All three playgrounds underwent annual inspection. The Brennan and Sarah playgrounds will undergo routine repair which has been approved by the Board.
    - ii. The Primrose playground is at the end of life. Replacement parts are no longer manufactured. The playground must be removed and replaced.
    - iii. Brennan Estates’ amenities including 3 playgrounds are registered with New Castle County. Consolidating to 2 playgrounds would require modification to those registration documents and may result in legal issues as homeowners bought into a community with the currently registered amenities.
    - iv. The Board is seeking volunteers to assist with playground funding and design. Interested individuals should contact [info@aspenpropertymgmt.com](mailto:info@aspenpropertymgmt.com).
  - c. Pond Fountain Work – pending.
- 2. Closed Projects
  - a. Gazebo Replacement
  - b. No Trespassing Signs. Jennie to follow-up to make sure these were installed.
  - c. Pokemon Site – Relocation
  - d. Pool Parking Area Sign
  - e. Update HOA Website – completed by Courtney.
  - f. Playground Safety Inspections – see above
  - g. Phase One – Tree Replacement Project. Tree replacement was prioritized in highly trafficked areas first.
  - h. SWM Pond Inspection Work

## **New Business**

None

## **Open Forum (20:45)**

Residents were able to share concerns in an open forum.

Several residents expressed interest in revising the deed restrictions, which requires 2/3 of homeowners to agree (see [First Amendment to Declaration of Restrictions](#)). Residents are encouraged to work together on these proposals to optimize time spent. Each proposed deed change can be included on a separate petition. Individual Architectural Change Requests should be submitted to Aspen and denials can be appealed to the Board.

Residents requested that the most common violations by section be published.

Residents continue to report fishing in retention ponds and suspicious activity in the pool parking lot. These should be reported to New Castle County Police. Lack of police response can be reported to Representative Eric Morrison and Senator Stephanie Hansen.

## **Agenda for Next Meeting**

At the next meeting the Board will discuss landscaping with representatives from Altra.

## **Adjournment**

Meeting was adjourned at 21:07 by Heather Pasquariello. The next general meeting will be at 19:00 on February 17<sup>th</sup>, 2022, on Zoom.

Minutes submitted by: Andrea Tully

Approved by: Name

# ESTIMATE



**Jenny Iler (Aspen)**  
Brennan Blvd  
Bear, DE 19701  
(484) 502-5390

## **LuxHome, Inc.**

2761 Joseph Biggs Memorial Hwy Suite 3  
North East, MD 21901

Phone: (443) 417-5652

Email: [info@luxhomeinc.com](mailto:info@luxhomeinc.com)

Web: [www.luxhomeinc.com](http://www.luxhomeinc.com)

Estimate #

98718007

Date

03/01/2022

## **Description**

## **Total**

Brick and Mortar Replacement/Acid Wash Structure

\$5,269.00

-There are a few structures/flower beds that need a good portion of bricks replaced as well as some re-mortaring of the existing bricks. I would say there is anywhere from 70-100 bricks that I noticed were broken/falling out of the wall structures and stair sets.

-This quote will include all material, all labor and an acid wash to restore the brick and mortar.

\*See Photos\*

**Subtotal**

\$5,269.00

**Total**

**\$5,269.00**

**Deposit Due**

**\$526.90**

## **Payment Schedule**

Deposit (10%)

\$526.90

2nd payment (45%)

\$2,371.05

3rd payment (35%)

\$1,844.15

4th payment (10%)

\$526.90





















**CONTRACTOR RESPONSIBILITIES.** It is understood that it is the Contractor's duty, "LuxHome", to provide all labor and material (unless specified otherwise on the contracted scope), to perform the agreed upon work. It is also the responsibility of the Contractor to maintain all necessary licenses, and insurances during the duration of the project.

**CUSTOMER RESPONSIBILITIES.** It is understood that it is the responsibility of the Customer to provide access to the job site/home, and create a work environment suitable for efficient production. It is the responsibility of the customer to provide a safe and peaceful work environment for LuxHome. This is including, but not limited to, avoidance of physical contact, aggressive animals, drug and alcohol use, "hovering", etc. It is the responsibility of the Customer to move all furniture from the work area, remove pictures and hangings from walls, etc. In the event it is requested by customer for LuxHome employees to assist in moving furniture, it is understood that LuxHome is not responsible for any damages to personal property. Furthermore, it is understood that LuxHome and its employees, are not liable for any personal property damage under any circumstance.

**JOB ACCEPTANCE.** It is understood that by signing this contract, the Scope, Payments, and Material have been approved by customer. It is understood that any alterations to the existing contract are subject to changes in pricing and availability.

**RIGHT OF RECISION.** It is understood that from the date of this signed contract, Customer has 3 DAYS right of recision, per local laws to rescind contract and receive refund of deposit payment. It is understood that LuxHome reserves the right the rescind contract for any reason, at any point.

**JOB COMPLETION, ACCEPTANCE, AND FINAL PAYMENT.** It is understood that during the project, the Customer has the ability to check the work/jobsite productivity, and once job is completed, the final payment is due immediately. It is further understood that once final payment is received, final payment is the Customer's acceptance of the work completed.

**CONCRETE DISCLOSURE/WARRANTY.** It is understood that LuxHome warranties concrete only for color delimitation, and surface spalling. LuxHome does not warranty concrete for cracks, imperfections, and settling.

**DEFAULT RATE.** It is understood that final payment is due upon receipt of final invoice. If payment is not made within 1 business day of final invoice receipt, interest shall accrue and be added to final invoice in the amount of 3% of the final invoice amount.

**RETURNED PAYMENTS.** It is understood that in the event that Customer's payment is returned by their bank for ANY reason, the amount due, is due immediately thereafter with an additional fee of 3% of the amount due.

**ATTORNEY FEES, COURT COSTS.** It is understood that if LuxHome, Inc., should need to file suit to collect unpaid balance, whether through small claims court, or by filing a Lein of property, that CUSTOMER shall be responsible for ALL costs incurred, including attorney fees, and court costs.

**COVID DISCLAIMER.** It is understood that due to the current COVID pandemic, that LuxHome cannot guarantee the pricing and availability of certain materials. The estimate received will be using the most recent pricing offered. In the event that pricing or availability changes, the Customer will be notified immediately. If pricing of material rising, and prices of contract needs to be adjusted, the Customer will have the right to cancel contract. If the availability of material is pushed back, it is understood that the contract will remain in effect.

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Jenny Iler (Aspen)