



## **BEACON HILL TOWNHOMES CONDOMINIUM**

Naamans Road, Brandywine Hundred  
Wilmington, Delaware 19810

### **RULES AND REGULATIONS**

**Effective September 15, 2016**

Amendment to Section 8.02 - February 17, 2017

Amendment to Section 3.01 - June 27, 2017

Revision to clarify Section 10.02 - June 27, 2017

Added statement to Section 11.01 - June 27, 2017

Revisions to Exhibit A - June 27, 2017

Amendment to Section 15.01 - April 25, 2018

Amendment to Interest Assessments - April 1, 2019

Amendment to Section 14.01 - April 1, 2019

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The following are the Rules and Regulations (hereinafter the “**Rules**”) governing the use, occupancy, and enjoyment of Beacon Hill Townhomes Condominium (“**BHTC**” or “**Condominium**”), which includes 72 townhome condominium units (the “**Units**”) and common elements located on Overlook Drive off of Naamans Road, Wilmington, Delaware, 19810, as adopted, amended, and restated by the Council of BHTC (the “**Council**”) on **July 28, 2015**.

### **Source of Authority**

The Rules are adopted, amended, and restated by the Council pursuant to its statutory duty under 25 *Del. C.* § 2211 (3), its statutory powers under 25 *Del. C.* § 2212, and Council’s expressly assigned powers and duties under Article V Section 3(d) of BHTC’s Code of Regulations, recorded August 13, 1979, and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Deed Record Volume 106, Page 269, *et seq.*

### **Purpose**

The purpose of the Rules is to govern the details of the use, occupancy, and operation of BHTC property and the behavior, responsibilities, and prohibitions of owners, occupiers, and invitees while on the Condominium premises, to promote the livability and quiet enjoyment of the Condominium premises, to promote the safety and security of individuals on the Condominium premises, and to minimize risks of damage to Condominium property. The Rules supplement and are to be construed in conjunction with BHTC’s Declaration and Code of Regulations.

### **Interpretation**

The Rules shall be liberally construed by the Council, and by any court, arbitrator, or agency applying same, in order to effectuate their stated purpose. Insofar as possible, the Rules shall be deemed to be consistent with each other, with the BHTC Declaration and Code of Regulations, and with all applicable statutes, ordinances, regulations, and court or executive decrees. In the event that a Rule set forth herein creates an inconsistency that cannot reasonably be resolved, provisions of applicable statutes, ordinances, regulations, and court or executive decrees shall control, followed by provisions of the BHTC Declaration, and finally by the BHTC Code of Regulations. Any Rule which shall not be directly or indirectly provided for or permitted by applicable statutes, ordinances, regulations, or by court or executive decrees, but which is not expressly prohibited thereby, shall be deemed to be a contractual undertaking and obligation, voluntarily assumed by each and every Unit Owner, tenant, invitee, or tenant’s invitee. No Rule shall be deemed invalid, waived, abrogated, or no longer enforceable by reason of the passage of time or of any failure to enforce it, irrespective of the length of time passed or the number of failures of enforcement of one or more Rules. Each Rule shall be deemed independent and severable, and any judgment or decree that any Rule is unenforceable shall not affect the validity or enforceability of the other Rules set forth herein.

## **Enforcement of Rules**

The Rules may be enforced by Council, the Management Agent, or, if appropriate, by any aggrieved Unit Owner as provided in 22 *Del. C.* §2210, as provided in these Rules, and as provided in Article V Section 3(d) of the Code of Regulations. In addition, or in the alternative, the Council may, in its sole discretion, apply Violation Assessments (defined below) as provided for herein, subject to the right of the alleged violator to appeal such assessments or sanctions pursuant to the procedures set forth herein. BHTC retains the right to seek court costs and attorney's fees for any action taken to enforce these Rules.

## **Violation Assessments**

Except as otherwise expressly provided in these Rules, in the event that a violation of a Rule or a provision from the Code of Regulations persists or is repeated after Notice (defined below) to the violator by Council or the Management Agent, the Council may, in its sole discretion, assess a fine against the violator (a "**Violation Assessment**") in the sum of \$100.00 or such other amount as deemed appropriate by Council, which Violation Assessment shall be a charge against the Unit (the "**Unit**") that the violator owns or occupies, shall constitute a lien against such Unit, and shall be payable within thirty (30) days after notification of the Violation Assessment has been communicated in writing to the violator, with late or rebilling charges and interest accruing as in the case of a common expense assessment. Council shall have the exclusive right to impose, compromise, or waive a Violation Assessment, depending on the facts and circumstances of the particular Rule violation. Whenever a Rule set forth herein prescribes a Violation Assessment upon an initial violation or provides for a Violation Assessment in a specific amount, the terms of that Rule shall be controlling.

## **Interest on Assessments**

Late fees and/or interest will be charged on unpaid Violation Assessments, as on regular common expense assessments, regular repair and replacement reserve assessments, and special assessments at a rate deemed appropriate by Council. Since received monies are applied to the oldest receivables on record for a Unit, unpaid assessments can, following the next payment, result in past due regular assessments, resulting in additional late fees and/or interest assessments.

## **Notice of Violation and Hearing**

If a Rule or provision of the Code of Regulations is being violated by a Unit Owner or tenant, Council [or Management Agent] must provide written notice (the "**Notice**") of the alleged violation(s) to the Unit Owner (the "**Unit Owner**") and, if applicable or known, the tenant or other Unit occupant who is responsible for the violation, at the last known address for the Unit Owner or tenant on file with the Management Agent's office. The Notice shall cite the Rule(s) which the Council believes to have been violated, shall describe with reasonable particularity how and when the alleged violation occurred, and state the action, if any, required to cure the violation. The Notice shall state the Violation Assessment (as defined below) which is prescribed by the specific Rule violated or which may be imposed by Council, in its sole discretion, should the Rule violation continue or reoccur. The Notice shall advise the Unit Owner and/or tenant of his/her right to a hearing (the "**Hearing**") before the Council and the manner in which such Hearing may be requested.

The violating Unit Owner or tenant shall have ten (10) days to respond to a Notice by contacting the Management Agent. If no response is received, the Management Agent shall issue a second written Notice. If no response is received after thirty (30) days from the date the first Notice was sent, either the violation will be corrected by BHTC, with all expenses incurred assessed to the Unit Owner, or a Violation Assessment will be issued by Council. Council may, in its sole discretion, issue Violation Assessments for initial violations or continuing or recurring violations as it deems appropriate.

### **Pre-Existing Fixed Element Violation**

Pertaining to Article X, Section 6 of the BHTC Code of Regulations, and based on legal interpretation from BHTC's attorney, the Architectural and Environmental Control Committee ("Committee") or Council, in the event a Committee has not been appointed, is under no obligation to approve a Unit Owner's request to replace, repair or alter an existing non-compliant fixed element (i.e. fences, windows, landscaping, etc.) regardless of whether the Unit Owner received prior approval from the Committee or Council for that said element.

The Committee or Council may, at its sole discretion, require a Unit Owner to completely remove a non-compliant fixed element deemed to be in structural demise or require its replacement/repair to specifications approved by Council based on a reasonable interpretation of the Rules, Code of Regulations or the norm for the community if the Rules and Code of Regulations do not specify or apply.

Council will apply reasonable consideration or seek professional advice when evaluating the demise of a fixed element.

"Grandfathering" will only apply to existing non-compliant fixed elements until they have to be removed or replaced.

A written record identifying the existing fixed element violation will be filed in the respective Unit Owner file folder maintained at the office of the Management Agent. The compliance violation will be reported on the Resale Certification, a document required under Section 81-409 of the Delaware Uniform Common Interest Ownership Act and prepared by the Management Agent on the behalf of the Unit Owner (Seller). A Unit with a compliance violation attached to it will become the responsibility of the new Unit Owner (Buyer) and thus subject to the Rules set forth herein.

"Structural" is hereby defined as section(s) of the element that is critical in supporting its foundation (including, but not limited to, window frame, fence post, deck joist, root system, etc.); "Fixed" is hereby defined as elements containing, but not limited to, materials such as concrete, nails, screws, construction grade adhesives/caulk, soil, etc.

## **Rules and Regulations**

### **Section 1. Nuisances and Hazards**

**1.01 Nuisance: Uses, Practices, and Conditions:** No use, practice, or condition which, in the reasonable judgment of Council, constitutes a nuisance or unreasonably interferes with the peaceful use and quiet enjoyment of the Condominium premises by Unit Owners, tenants, or their invitees shall be introduced or maintained (or permitted to be introduced or maintained) by any Unit Owner or tenant, or by any guest or invitee of any Unit Owner or tenant, within any Unit or on any other portion of BHTC premises. By way of illustration, and not by way of limitation: (i) a nuisance use shall include any use that is unlawful, and any use that results in unreasonable or untimely noise or vibration, objectionable odor, pest infestation, a threat to the health or safety of persons, or an unreasonable risk of damage to property; (ii) a nuisance practice shall include any behavior, activity, or omission that presents an unreasonable risk of the defined results hereinabove ascribed to a nuisance use, or results in a nuisance condition; and (iii) a nuisance condition includes any condition that presents an unreasonable risk of the defined results hereinabove ascribed to as nuisance use, and, by way of further illustration, would include a significant or unreasonable accumulation of garbage or refuse, flammable materials (including paper), human or animal waste or bodily fluids, caustic or explosive substances, poisons, fungus or mold, or an infestation of household pests, including but not limited to rodents or insects, such as termites or bedbugs. In the event that any Unit Owner and/or tenant does not promptly abate a violation of this Rule, the Council shall be entitled (but not required) to take any reasonable action to abate the hazard or nuisance, including all actions described in Article IX Section 3 of the Code of Regulations or as otherwise provided under the Rules.

**1.02 Nuisance Conditions: Council's Right to Abate:** In the event that Council shall reasonably believe that there exists a nuisance condition as hereinabove defined, and that the condition poses such an immediate threat to human health and safety, or poses such an imminent threat to property, that the time required for the usual Rule enforcement process of Notice and an opportunity for a Hearing will expose persons and/or property to an unacceptable risk, the Council may (in its sole and absolute discretion, and without any obligation to do so or liability for not doing so) immediately take such reasonable measures as the Council deems prudent, in the Council's reasonable discretion, to abate the perceived nuisance condition, and shall bear no liability to the Unit Owner(s) or tenant(s) whose Unit(s) in which the measures are taken, for any direct or indirect consequences of such measures, including any alleged damage to the Unit(s) or personal property therein. The Council may, in its sole discretion, assess the cost of abatement measures against the Unit Owner(s) or tenant(s) of the Unit in which the hazard or nuisance originated or was maintained.

**1.03 Repeated Violations:** In the event that a Unit Owner or tenant repeatedly violates the Rules in this Section, and such violations appear to Council to be willful, malicious, or beyond the demonstrated ability of the Unit Owner or resident to control (impairment by substance abuse, by way of illustration), and such violations materially degrade the livability of BHTC or expose residents (including the Unit Owner or tenant) and invitees to unreasonable risk of personal injury, death or significant damage to property, such that the Council believes that the non-compliant Unit Owner or resident should not be permitted to continue to live in BHTC, the Council may petition the Court of Chancery for a declaratory judgment that the Unit Owner or tenant is unwilling or unable to occupy his/her Unit in conformity with the Rules, and an injunction barring the Unit Owner or tenant from the Unit and the Condominium premises.

## **Section 2. Noise**

**2.01 Noise:** No Unit Owner or tenant shall cause or permit unreasonably loud noise or vibration on BHTC premises, whether within a Unit or upon a common element, including, without limitation, unreasonably loud singing, speaking or laughter, the unreasonably loud playing of a television, audio device, musical instrument, and the unreasonably loud operation of tools, machinery, or equipment. Noise clearly audible within a neighboring Unit shall be conclusively deemed unreasonable prior to 7:00 a.m. on weekdays and Saturdays, prior to 9:00 a.m. on Sundays, after 10:00 p.m. on Sundays through Thursdays, and after midnight on Friday and Saturday nights. Upon receipt of complaints from neighbors or the Management Agent, Unit Owners, tenants, and their invitees shall take all reasonable measures to reduce or eliminate noise or vibration they are producing. Unavoidable noise and vibration in the course of repairs, and/or replacement on the common elements or Units shall be performed at reasonable times and in a manner approved by the Council to minimize disruption to the BHTC community.

## **Section 3. Security**

**3.01 Signs:** Signs, emblems, billboards, or logos of any description for business, services, or articles for sale may not be posted on the common elements. If a Unit is being listed for sale or for rent, a sign can be posted on the inside window of the Unit. However, open house signs are permitted at the front entrance of BHTC and along Overlook Drive, but must be removed immediately after the open house has concluded. Council may remove or order the removal of any sign posted in or on any Unit or on the common elements. One small sign may be posted in the front garden area of a Unit to serve as a warning that the Unit is protected by a security system.

**3.02 Solicitation:** Solicitors are prohibited from carrying on soliciting activities on BHTC property. For purposes of this provision, real estate sales persons contracted for the sale of a BHTC Unit shall not be deemed to be a solicitor, but shall, nevertheless, be subject to Council's and the Management Agent's policies regarding placement of advertising materials and the conduct of open houses.

## **Section 4. Pets**

**4.01 Pets:** Cats, dogs, and other domesticated animals are permitted in BHTC. All pets must be registered with New Castle County and the Management Agent and all pets must be up to date on all required permits, licenses, inoculations, and vaccinations. Council or the Management Agent may request such additional documentation from the pet owner. No statutorily prohibited exotic animals (including prohibited fish, amphibian, reptile and bird species) may be maintained on BHTC property.

Pets are not permitted upon the BHTC common elements unless on a leash and accompanied by an adult or other responsible party. Pet owners remain responsible for their pets' proper behavior, even when in the care of a child or another party. Pets are not permitted to roam freely on BHTC property. Dogs must be walked on the dog walk across the street on Overlook Drive to keep all the yards and other common elements free from dog waste. Pet owners must immediately remove any waste from the common elements. Pets may not be kept on the balcony or patio, and may not be tied up to trees or otherwise kept outside unless the Unit



Owner or tenant is present. Unit Owners and/or tenants will be held accountable for the actions of their pets.

Cats should not be left outside to roam free. Unit owners should not put food outside to feed cats as this attracts feral cats as well as rodents. Unit owners are encouraged to contact the Humane Society to report stray animals, so any cats outside unattended may be picked up as assumed strays. BHTC assumes no liability for any pets picked up by the authorities as assumed strays.

If any of the rules set forth above are violated, the responsible Unit Owner or tenant will receive a Notice of the violation. If the violation continues or persists, the Unit Owner or tenant will be subject to increasing fines as follows:

- First Violation – Notice
- Second Violation - \$25 Fine
- Third Violation - \$50 Fine
- Fourth and Subsequent Violations - \$100 Fine

Council may, in its sole discretion, order the immediate removal of any pet(s) found by the Council to be unreasonably disruptive or offensive for any reason whatsoever, including but not limited to noise, odor, disease, aggressive behavior, or perceived danger to persons or property.

## **Section 5. Smoking**

**5.01 Prohibited Smoking Materials:** Use of unlawful smoking materials is prohibited throughout the entire BHTC premises, including within Units.

**5.02 Disposal of Smoking Waste:** Unit Owners and Tenants are responsible for proper disposal of cigarette butts, cigar butts, matches, and any other waste associated with smoking. None of the above materials should be disposed of on the common elements, including the parking lots. Please use an ash tray or other safe receptacle to help the community prevent both fire hazard and litter.

## **Section 6. Moving and Large Deliveries**

**6.01 Scheduling:** All moving or delivery of furniture, appliances, or other large items must be scheduled between the hours of 7:00 am and 10:00 pm to restrict unreasonable noise at night.

**6.02 Moving:** Any resident moving out of BHTC shall provide a forwarding address to the Management Agent prior to the move.

**6.03 Responsibility for Damage:** The owner of a Unit from into which or from which personal property is being moved shall be responsible for: (i) the repair of any damage caused to the general and limited common elements or to other Units by the moving activity, whether the damage is caused by the Unit Owner, a tenant, invitee, moving contractor, or other agent; and (ii) the clean-up and removal of any debris or personal property left on the common elements after the move has been completed. Any personal property left on the general common elements without the prior written consent of the Council shall be deemed to have been abandoned and left

for disposal by the new Unit Owner or tenant. Council or the Management Agent may make a decision to dispose of such abandoned personal property. If a fee is incurred in the removal or disposal of such personal property or debris, the new Unit Owner or tenant shall be liable for such fee.

## **Section 7. Vehicles/Parking**

**7.01 Vehicles:** All vehicles parked on BHTC roads or property must have current registration and tags. All vehicles must be operational. A vehicle will be deemed “inoperable” if it is not moved under its own power for any period exceeding three (3) weeks.

**7.02 Parking Spaces:** Parking spaces at BHTC are either assigned parking, open parking or guest parking. Each Unit has two (2) designated parking spaces, which have been marked with the corresponding Unit number. Parking of any vehicle in an assigned parking space without the express consent of the assigned Unit Owner is prohibited. Guest parking is available in the designated Guest spaces in each court and the open parking spaces along Overlook Drive. Any vehicle parked in another unit owners’ space, without the consent of the assigned Unit Owner or tenant, is subject to being towed without notice at the expense of the vehicle owner and without liability for damage to the vehicle towed. The Unit Owner, tenant or resident of a unit may NOT use the Guest parking spaces for any vehicle belonging to the resident of the unit. Guest parking spaces are provided for guests or visitors ONLY and are designed for short term parking only (three days or less).

Each parking space assignee is responsible for the prompt clean-up of any fluids (including gasoline, oil, brake fluid, transmission fluid, antifreeze and battery acid) leaking from his/her vehicle which could cause an environmental or a safety hazard, and the Council reserves the right to have any such leaked fluids removed, with the costs of such removal to be borne by the Unit Owner or tenant.

**7.03 Parking/Driving in BHTC:** The speed limit on Overlook Drive, East Court, Center Court, and West Court is fifteen (15) mph. All state and county traffic laws must be obeyed when on BHTC property. No vehicle shall be parked or left unattended in any manner that impedes traffic, interferes with the use of another Unit’s designated space, or creates a safety hazard. Vehicles shall be parked only within the painted lines of a designated parking area, and not at the end of the Courts or any other area not specifically marked for parking. Parking is not permitted on the north side of Overlook Drive (side closest to Naamans Road) or along any road section with yellow curbs.

Apart from quick emergency measures such as the changing of a flat tire or the jumping of a dead battery, no vehicle is to be repaired, tuned, or mechanically serviced on BHTC property. Unnecessary use of automobile horns, repeated malfunctioning of car alarms, tire screeching, and gunning of engines on BHTC property is prohibited.

Mobile homes and campers, boats, boat trailers, and any commercial or special purpose vehicle are prohibited from parking on BHTC premises (including on Overlook Drive) without the express written approval of Council. This provision necessarily excludes vehicles of contractors providing services to BHTC or individual Units. No oversized vehicles (a vehicle of more than nine feet in width, thirteen feet in length, or seven feet in height, or vehicles with an unloaded weight in excess of 8,000 pounds) are permitted to park on BHTC property.

It is the responsibility of the vehicle operator(s) or owner(s) involved to report promptly to the Management Agent any accident that occurs on BHTC property. Repair of damage caused to the common elements by a motor vehicle will be the responsibility of the carrier insuring the vehicle that caused the damage under that vehicle's "damage to roadside property" coverage or, if uninsured or underinsured, the responsibility of the owner of the vehicle.

**7.04 Violations/Towing:** Council, in its sole discretion, shall have the right to remove any vehicle parked, kept, maintained, constructed, or repaired on BHTC property. A towing company will be engaged to remove the vehicle, and all costs and expenses associated with the towing and storage of the vehicle will be the responsibility of the vehicle owner without any liability to BHTC, Council, or the Management Agent for damage to the vehicle towed. Council may also issue a Violation Assessment.

## **Section 8. Renting of Units**

**8.01 Mandatory Lease Provisions:** No Unit Owner or agent for any Unit Owner shall rent or lease a Unit to any tenant for any term, or renew any lease or tenancy, except pursuant to a rental agreement or lease containing (by addendum or otherwise) the following provisions, which shall not be overridden or negated by any other provision:

*"Tenant covenants and agrees to use the leased premises solely for residential purposes. The names of all persons, other than occasional guests, who will occupy the leased premises, are \_\_\_\_\_ and no other person(s) shall occupy the premises without the prior written consent of Landlord. Tenant and Landlord are jointly responsible for keeping the Council of Beacon Hill Townhomes Condominium Association ("Council") advised of the names(s) of, and contact information for, all persons occupying a leased Unit.*

*Tenant acknowledges that Tenant has received a copy of the Rules and Regulations (the "Rules") for Beacon Hill Townhomes Condominium Association, has reviewed the Rules, and agrees to abide by them. Tenant understands and agrees that all visitors, invitees, and guests to Tenant's Unit are bound to abide by the Rules, and that Tenant is responsible for the costs of any damages to BHTC property caused by Tenant's visitors, invitees or guests. Tenant's violation of any of the provisions of the Rules shall constitute a breach of this Lease, which, if uncured within seven (7) days (or such longer minimum notice as may be required by the Landlord-Tenant Code) after Tenant's receipt of written notice of such violation, or if repeated, shall entitle either Landlord or the Council to commence a proceeding for possession. Landlord and Tenant acknowledge that the Council shall have an independent right to enforce this Lease in the event of Tenant's violation of any terms of this paragraph. Landlord irrevocably names and appoints the Council as Landlord's non-exclusive agent to assert in court Landlord's rights under this Lease when and if the Council shall elect to do so."*

**8.02 Damages for Non-Inclusion of Mandatory Lease Provisions:** In the event that Council shall determine that a tenant, subtenant, or lease assignee occupying a Unit is not subject to the mandatory lease provisions set forth in Section 8.01, above, due to the failure of the Unit Owner or the agent for the Unit Owner to include such provisions in that tenant's rental agreement or lease in violation of these Rules, and in the event that the Unit Owner fails to (i)

secure promptly the inclusion of the mandatory provision in an amended rental agreement or lease or (ii) take the actions which Council shall request with respect to a tenant determined by the Council to be in violation of the provisions which should have been included in that tenant's lease pursuant to this Article, said Unit Owner shall pay to the Council when invoiced, liquidated damages (not a penalty) in the amount of ONE HUNDRED (\$100.00) DOLLARS per month for each calendar month, or any portion thereof during which the Unit Owner remains in violation of these provisions, as an additional assessment which shall be lienable and collectable by BHTC in the same manner as monthly common expense assessments.

**8.03 Lease Enforcement by Council:** Any Owner of a Unit that leases such Unit to a third party shall promptly provide a copy of the lease to the Management Agent. Council shall send a photocopy of all correspondence with a tenant to the Owner of the rented or leased Unit at said Unit Owner's last known address. Council shall notify said Unit Owner in the same manner of any failure of the tenant to cure a breach of the rental agreement or lease actionable by the Council together with Council's demand that the Unit Owner immediately commence and diligently pursue an action to secure the eviction of the tenant. The Unit Owner shall keep Council advised in writing of actions taken by said Owner to secure the eviction of the tenant. In the event that Council, in its sole and absolute discretion, shall deem said Unit Owner's actions to have been insufficient in effect or in promptness, Council or the Management Agent may institute appropriate action against the tenant in the Council's and/or the Unit Owner's name, and the reasonable costs and fees incurred by the Council in said proceeding shall be borne by the Unit Owner.

**8.04 Transient/Short Term Rentals Prohibited:** No Unit Owner, individually or by agent, shall enter into more than two (2) "Rental Transactions" for any Unit in any calendar year without the prior written approval of the Council. A "Rental Transaction" shall include, by way of illustration and not by way of limitation, the execution of a lease for a Unit, the renting of a Unit, the approval of the subleasing of a Unit, the approval of the assignment of a lease or sublease for a Unit, or permitting a tenant, subtenant or assignee of a tenant or subtenant to occupy a Unit, for any portion of the current calendar year, regardless of whether or not any of the foregoing transactions are verbal or reduced to writing. One purpose of this Section is to reduce the security problems, which would accompany any frequent turnover of tenants in BHTC. Any Rental Transaction in violation of this Paragraph shall be void and subject to cancellation by Council. Any Unit Owner who enters into a Rental Transaction in violation of the terms of this Paragraph shall be subject to (i) an immediate assessment by Council against said Unit Owner's Unit in the sum of ONE THOUSAND (\$1,000.00) DOLLARS which shall be lienable and collectable by BHTC in the same manner as monthly common expense assessments to defray the Council's expense of enforcing these provisions, and (ii) an action in equity by Council on behalf of BHTC for the cancellation of the Rental Transaction, and to enjoin that Unit Owner's continuing or future violation of this Paragraph, the Declaration, or the Code of Regulations. It is acknowledged by the Unit Owners subject to this declaration that, in the event of a violation of these provisions relating to the limitation of rental Units, BHTC would have no adequate remedy at law, and would be entitled to injunctive relief (including mandatory injunctive relief as appropriate) to redress the violation. The Unit Owner against whom any such relief is obtained shall remit Council, when invoiced, the attorney fees and other costs reasonably incurred by the Council in obtaining such relief, and Council may petition to have an award of such fees and costs included in the adjudicating court's decree. Council shall be entitled to judgment in that sum.

**8.05 Duties of Unit Owners:** It shall be the duty of every Unit Owner entering into a Rental Transaction (as defined in Section 8.04, above) to (i) furnish the tenant with a current copy of the Declaration, Code of Regulations, and Rules, and (ii) provide the Management Agent with a copy of the current lease or rental agreement, and the tenant's contact information and motor vehicle information.

**8.06 Duty of Tenant to Comply:** It shall be the duty of every tenant to comply with the Declaration, the Code of Regulations, and the Rules. By executing a rental agreement or lease for a Unit at BHTC, the tenant covenants to abide by said documents and acknowledges that any breach of the terms thereof will constitute a breach of the tenant's rental agreement or lease.

## **Section 9. Trash, Refuse, and Recycling**

**9.01 Routine Disposal:** No refuse shall be carried through a common element except in a watertight trash bag or other container adequate to keep the refuse from leaking, soiling the common element, or creating undesirable odors or a health hazard. All damage to the common elements caused by inappropriately contained refuse will be assessed to the Unit Owner or tenant responsible for the damage. No unbagged trash, leaking containers, liquids, and hazardous or odiferous waste (including bodily fluids and pet waste) shall be left upon the common elements. Trash pick-up is currently scheduled for Tuesday mornings. Trash cans and bags must be placed in front of Units no later than 6:00 a.m. on the day of pick-up and no earlier than the evening of the day prior to pick-up. Trash cans must be returned to the back of the Unit as described in section 9.04 herein by the end of the day of pick-up.

**9.02 Disposal of Bulky Items:** If a Unit Owner or tenant wishes to dispose of large, bulky items such as furniture, carpets, file cabinets, home office equipment, etc., the Unit Owner or tenant must contact BHTC's retained trash removal company for pickup at the Unit Owner or tenant's own expense. The Unit Owner or tenant shall place the large item(s) outside for pick-up no earlier than the evening of the day before pick-up. The Unit Owner or tenant disposing of large items is responsible to assure that common elements are not damaged in the course of removing those items, and is responsible for cleaning up any debris resulting from the removal.

**9.03 Recycling:** Recycling containers have been provided to all Units by our sanitation provider along with a list of recyclable items. Recycling pick-up is currently scheduled for Tuesday mornings. Recycling containers and boxes must be placed in front of Units no later than 6:00 a.m. on the day of pick-up and no earlier than the evening of the day prior to pick-up. Recycling containers must be returned to the back of each Unit as described in section 9.04 herein by the end of the day of pick-up.

**9.04 Storage of Trash Cans and Recycling Containers:** Trash cans and recycling containers must be kept in the back of the respective Unit, not by the front door, and must be kept either within the confines of a privacy fence or concealed by a Council pre-approved pressure treated lattice or similar wooden enclosure if directly behind the Unit's patio fence. The enclosure must either be a natural wood color or painted dark brown to match the approved fence color.

## **Section 10. Repairs to Units**

**10.01 Prior Approval Needed for Structural/Exterior Changes to Units:** No structural alteration, construction, addition, or removal of any part of any Unit may be commenced without the express written consent of Council or the Management Agent under Council's directive. The plans and specifications for such work, together with an Architectural Change Form, must be submitted by the Unit Owner or tenant and approved in writing by Council prior to the commencement of such work. Additionally, no cutting into, tapping into, or other modification of electric, domestic water, or waste lines is permitted unless work has been expressly authorized in writing by the Management Agent under Council's directive.

Council must approve any changes or maintenance to patios, fences, balconies, windows, window frames, sidewalks, shutters, and all other foundational and exterior elements which are the property of BHTC in accordance with Article X, Section 1 of the Code of Regulations.

**10.02 Responsibility for Repairs:** Some repairs may be the responsibility of BHTC, some may be the Unit Owner's responsibility, and some may be a combination of the two. It all depends on the type of repair needed. A Responsibility Chart is attached hereto as Exhibit A, and is fully incorporated herein by reference. Said exhibit covers most commonly anticipated issues, but is not to be considered all inclusive. Any issue not listed in the exhibit that should occur will be dealt with by Council on a case-by-case basis. As a general proposition, BHTC maintains, repairs, and replaces all common elements, which include the common grounds, building exteriors, roofs and structural elements (only when the structural integrity poses a safety concern). Unit Owners maintain, repair, and replace all interior portions of the Unit, all doors and windows, balconies, patios/decks and other areas as further described in the Responsibility Chart and below. Any repairs undertaken by Council, which are the responsibility of the Unit Owner and ignored by Unit Owner after given proper notice, shall be reimbursed by the Unit Owner to BHTC.

**Doors and Windows:** Door/window frame maintenance and replacement are the responsibility of the Unit Owner. All window casings must be brown in color. The painting/staining of the front door is the responsibility of the Unit Owner. The front door must be wood or an approved earth tone color. Council approval must be obtained prior to the replacement or painting/staining. White and black are not permitted as door colors (including storm/screen door).

**Shutters:** Shutters are the property of BHTC and may not be painted, replaced, or removed by Unit Owners or tenants.

**Dining Room Bump-out:** Maintenance and repair of the dining room bump-out is the responsibility of the Unit Owner, except for the roof and siding, which are maintained by BHTC.

**Patio/Deck Fence:** Maintenance of the patio fence is the Unit Owner's responsibility. All privacy fences must be board-on-board type and constructed to written specifications enacted by Council. The painting or staining of a privacy fence must be in a dark brown color. Unit Owners or tenants should contact the Management Agent for recommended paint colors/swatches.

**Balconies:** Maintenance of the balconies is the responsibility of the Unit Owner. Balconies are subject to inspection by the Management Agent on a semi-annual basis.

**10.03 Contractors:** To the extent that any outside contractor is to perform all or any portion of the approved work, each such contractor must: be appropriately licensed to perform such work by New Castle County; provide the Management Agent with satisfactory evidence of liability insurance; produce for photocopying any and all demolition and building permits; and receive an orientation and briefing from the Management Agent. All work must be fully permitted as required by law and performed in accordance with all applicable codes, ordinances and regulations.

During the course of construction, all contractors and suppliers shall be subject to these Rules, including but not limited to provisions relating to Noise (Section 2), Security (Section 3), Smoking (Section 5), Moving (Section 6), Parking (Section 7), and Trash Disposal (Section 9). The Unit Owner or tenant for which the work is being performed is responsible for the consequences of any Rule violation on the part of his/her contractor(s) and supplier(s).

**10.04 Interference with BHTC-Hired Contractors:** The maintenance, repair, and replacement of the common elements are at the sole discretion of Council. Unit Owners and tenants may not impede any contractor that has been engaged by the Council. Any Unit Owner or tenant that ceases, deters, compounds, changes, or requests additional contractor services will be liable for any additional incurred expenses. If you have a concern about the work performed by a contractor, you may submit concerns in writing to the Management Agent.

**10.05 Right of Council to Inspect Exteriors:** Council may, at its sole discretion, inspect any general or limited common element at any time for the purpose of determining if a repair is needed or a violation of a rule or regulation might exist. Any member of Council or any combination of Council members may proceed onto any Unit Owner's limited common element (i.e. inside fenced rear area, deck, patio and the like) without permission of Unit Owner for said purposes. If said area is locked and an inspection inside the area is deemed necessary by Council, owner or tenant shall be notified by verbal or written means and will promptly unlock said area to allow Council member(s) access. No Unit Owner or tenant shall prohibit or interfere with any Council member's access to personal limited common elements for said inspection(s). Interference with inspection(s) may result in a violation of this rule and a notice or fine may be initiated by Council.

**10.06 Obstruction of Electrical Transformers:** Any Unit Owner adjoining a Delmarva Power Transformer within the confines of said Unit's fenced area must provide at all times clearance of at least 2 feet on either side of the said transformer, 12 feet clearance in the front and unlimited clearance on top. Also, excessive weed growth must be trimmed back to just above ground level to allow access to the transformer. In a power outage the power company may need to gain prompt access to transformer and clearance is absolutely necessary in such a situation.

## **Section 11. Units and Common Elements**

**11.01 General Rules Applicable to all Common Elements:** Rules pertaining to Nuisances (Section 1), Noise (Section 2), Pets (Section 4), and Smoking (Section 5) apply to the common elements as fully set forth in those respective Sections of these Rules. The common

elements shall be kept free from personal property. Personal property shall be kept within the confines of a Unit's privacy fence. Littering, vandalism, and (except as expressly authorized by these Rules) the posting of signs and other printed material on the common elements is prohibited. The cost of cleaning up litter and repairing any damage to the common elements shall be assessed to the Unit Owner or tenant who necessitated, or whose dependent, contractor, guest, invitee, or pet necessitated the clean-up or repair. No barbecue grills or other such cooking devices shall be used on the common elements without the prior approval of Council or the Management Agent. Unit Owners or tenants must obtain approval from Council prior to hosting any event on the common elements that would exceed twenty (20) persons at a given time and/or any event that involves obstructing a large area of the common elements with items such as tables, chairs, and/or other recreational articles.

**11.02 Notification of Damage:** Unit Owners or tenants must immediately notify the Management Agent of any structural or utility damage to their Unit or any damage to the common elements.

**11.03 Balconies/Patios/Decks:** No object or liquid shall be thrown or dropped from a balcony or placed on a balcony in such a location that accidental bumping or weather conditions could cause it to fall or spill from the balcony. Any protective fencing or netting placed on balcony rails, and any patio furniture or other personal property placed on balconies must be rust-proof; the appearance of rust staining on the balcony shall be cause for Council or Management Agent to require the removal of the rusting object(s). Balconies and patios/decks are not to be used for the storage of bicycles, toys, tires, tools, ladders, rugs, fans, air conditioners, or any other item that could contribute to an unkempt appearance. No rug shall be beaten or hung on a balcony railing, and no dust, rubbish, or litter shall be shaken, swept, or thrown from any balcony, window, or door. No laundry shall be aired from any balcony or patio. Customary holiday and seasonal decorations are permitted, but shall be taken down within a reasonable time after the particular holiday has ended. No type of grilling or cooking equipment of any type is permitted on balconies. Balconies are subject to inspection by the Council or Management Agent on a semi-annual basis.

**11.04 Wood Burning Stoves/Fireplaces:** Wood burning stoves and fireplaces must be registered with the Management Agent. Unit Owners are responsible for the maintenance and cleaning/sweeping of fireplace chimneys on an annual basis prior to use to protect the community from the threat of fire. Unit owners with fireplaces are required to show proof of chimney cleaning annually prior to use of fireplace.

**11.05 Outdoor Equipment:** No outside television or radio, antenna, satellite dish, or any other aerial or antenna for reception or transmission shall be maintained upon any Unit or common element without the prior written consent of Council. Outside cable boxes provided through Verizon FIOS are permitted as long as they are within the confines of the privacy fence and below the height of the privacy fence. Outdoor clothes dryers or clotheslines shall not be permitted at any time. No clothing, laundry, rugs, awnings, or the like shall be hung from any part of the Unit, balcony, patio, or upon any of the common elements.

**11.06 Landscaping:** The landscaping company will maintain the common elements. Unit Owners and tenants are not permitted to make landscaping changes to the common elements without the express written consent of Council. This includes the planting or removal of trees, plants, shrubs, etc.



Unit Owners or tenants are responsible for maintaining the landscaping around the perimeter of their Unit. Plants, flowers, shrubs and the like are permitted (and encouraged). Prior to planting or removing trees, Unit Owners or tenants must obtain written consent from Council.

**11.07 Snow Removal:** BHTC hires a snow removal service to remove snow from the roadways and parking lots, as well as Unit walkways. All vehicles must be removed from the parking area for removal of snow, if possible. Rock salt is not permitted on the sidewalks as it destroys the concrete; instead, Unit Owners or tenants may use kitty litter, sand, or a non-salt ice melt on outdoor surfaces and walkways.

**11.08 Swimming Pools:** Small swimming pools for children are permissible. Children must be supervised by an adult at all times. The pools must be emptied each evening and kept safely within the privacy fence.

**11.09 Window Air Conditioners:** No air conditioner may be installed in any Unit window.

**11.10 Window Coverings:** No highly-reflective materials including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items shall be installed or placed upon the outside or exposed from inside of any windows of a Unit.

## **Section 12. Council Meetings**

**12.01 Meetings of the Association:** Meetings of the Association and the Council shall be open to Unit Owners as provided in 25 Del. C. § 2241 (b), subject to the statutory provision that, where a portion of any meeting of Unit Owners or Council is reserved for consultations with legal counsel, or for personnel matters relating to employees of Council, such portion of the meeting shall not be open to the Unit Owners. Meetings will be conducted, as closely as practicable, in accordance with Roberts Rules of Order Revised, but any deviation from such rules of order shall not invalidate any action taken. No individual shall speak more than twice to an issue or for longer than a combined three minutes without the express consent of the Council member chairing the meeting (the “Chair”). Disruptive, offensive, or inappropriate behavior that interferes with the conduct of a meeting will not be tolerated and, after reasonable warning, any disruptive attendee may be asked by the Chair to leave the meeting room.

**12.02 Meetings of Council:** Council conducts monthly meetings that Unit Owners or tenants may attend. Currently, meetings are generally held at 6:00 p.m. on the last Tuesday of the month. Agendas for the meeting, which includes discussion items and location, will be distributed/mailed no less than fourteen (14) days prior to the meeting date. Council meeting minutes will be posted to the Neighborhood Link website once approved at the following Council meeting. No digital or analog recordings of any type (video, audio, photographic, etc.) may be made of or during a Council meeting without the express consent of Council to be established by majority vote of Council prior to recording beginning.

Individuals who desire to speak at a meeting of Council shall wait until the Chair opens a given topic to input from the observers or until the “Unit Owner Concerns” agenda topic has been opened. Attendees at Council meetings shall not interrupt or disrupt the agenda, and shall speak only when recognized by the Chair. Discussion of any issue, whether or not on the

agenda, shall be subject to termination or postponement by the Chair at the sole discretion of the Chair.

**12.03 Committees:** As necessary or appropriate, Council may establish certain committees to assist with projects, services, or for other purposes.

### **Section 13. Management and Staff**

**13.01 The Management Agent:** The Management Agent is the individual or entity employed by BHTC to manage, operate and maintain the common elements. Any complaints, observations, inquiries, or concerns regarding BHTC should be directed to the Management Agent. If a Unit Owner or tenant wishes to report a violation of a Rule or an unsafe condition, or any matter of apparent interest to the community, the Council or the Management Agent, the report should be made initially to the Management Agent and, if requested, on a form for consideration by the Council. Emergencies or hazards should be reported immediately to the Management Agent.

**13.02 Employees, Contractors, Service Providers:** Any complaint, inquiry, observation, or concern about an employee, contractor, or service provider of BHTC shall be made to the Management Agent.

### **Section 14. Condominium Fees**

**14.01 Condominium Fees:** Monthly condominium fees are due on or before the first of the month. A late fee of \$25.00 per month will be assessed to cover notices and bookkeeping fees after the fifteenth of the month. If fees for a particular Unit are more than four months delinquent, the Unit Owner's mortgage company will be notified, BHTC will commence Court proceedings, and a demand for one year of condominium fees prepaid may be required per Article VIII of the Code of Regulations, Sections 5 and 8.

### **Section 15. Collection Policy for Delinquent Balances**

**15.01 Collection Policy:** The collection process for delinquent condominium fees and other fee types, including (but not limited to) late fees, violation fines, legal fees, special assessments, etc., shall be as follows:

*The Management Agent will send late notices on balances that become 30 days, 60 days, and 90 days past due. At 90 days, if the account balance (**regardless of the fee type**) is at or exceeds the equivalency of 3 month's condominium fees, the Management Agent will send the final notice stating that the Unit Owner has 15 days to pay the balance before the condominium fees are accelerated for the remainder of the year and the matter is turned over to an attorney for collection and legal actions that can include a lien on the property, a wage garnishment, or other appropriate relief.*

### **Section 16. Insurance**

**16.01 Insurance:** The association maintains a master insurance policy in accordance with Article XI of the Code of Regulations. Each unit owner shall carry their own Condominium insurance to cover any casualty within their unit. Within the insurance policy the unit owner

should have at least the three types of coverage listed below, and proof of coverage must be provided to the Management Agent upon request.

**16.02 Additions & Alterations Coverage:** Additions & Alterations covers any casualty occurring within or without the unit. The Master policy covers any common element from the outside and up to the studs in the unit. The unit owner's policy covers from the studs in. This includes but not limited to studs, drywall, all electrical, plumbing, cabinets & fixtures, etc.

**16.03 Loss Assessment:** Loss Assessment includes the unit owner's coverage for the deductible of the Master Policy as well as any special assessment levied by the association to cover a loss. It is the unit owner's responsibility to cover the deductible (currently \$2,500 per occurrence) stated in the Master Policy.

**16.04 Liability for Damage caused by Negligence, Willful Misconduct, or Violation of Rules or the Code of Regulations:** Each Unit Owner or tenant shall be liable for the cost of repairing any damage caused to a Unit or to a common element, and the cost of repairing or replacing any personal property on BHTC premises suffering damage, where such damage is proximately caused by the negligence, recklessness, or willful misconduct on the part of that Unit Owner or tenant, or on the part of any resident, co-tenant, family member, agent, guest or other invitee of the Unit Owner or tenant. The cost of such repair or replacement may be assessed against the Unit, shall constitute a lien against that Unit, and shall accrue interest and rebilling charges in the same manner as an assessment for common expenses.

## **Section 17. Inspection of BHTC Documents**

**17.01 BHTC Documents:** The books and records of BHTC are maintained and stored at the office of the Management Agent. Unit Owners may review the documents at the office of the Management Agent during regular business hours, Monday through Friday, upon request to the Management Agent. Unit Owners may not copy, scan, or otherwise reproduce any documents except as allowed by § 81-318 of the Delaware Code. Any unit owner desiring to make copies, scans, or other reproductions will be required to first sign an agreement recognizing this rule and agreeing to not copy, scan, or reproduce any records meeting the criteria in § 81-318 (c) 1-8 that may inadvertently be included in reviewed documents.

**These Rules and Regulations were ratified by the BHTC Council as listed below at the Council meeting held September 15, 2016:**

Sheila G. Lamphear, President  
Richard Stausebach, Vice President  
Terri Lacoff, Treasurer  
Dorothy Hyatt, Secretary

## Exhibit A: Maintenance Responsibility Chart

Repair/Improvement/Other	Responsibility	Comments
Balcony - Wrap, Roofing & Rain Water Roof Diverter	BHTC	
Balcony - Structure & Railing	Unit Owner	Railings are to be brown.
Basement	Unit Owner	Includes flooding due to French drains, sill plates, adjacent foundation grading, and plumbing penetrations.
Chimney Cleaning	Unit Owner	Unit Owners with fireplaces are required to show proof of chimney cleaning annually prior to use of fireplace.
Community Electrical Circuit Breaker Box	BHTC	
Deck/Fence Sealing & Staining/Painting	Unit Owner	Natural stain or dark brown stain/paint.
Deck/Patio/Fence Maintenance	Unit Owner	Architectural Change Form must be submitted to Council for approval prior to construction, replacement or extension.
Dining Room Bump-outs - Roofing/Siding	BHTC	
Doorbell	Unit Owner	
Door - Front	Unit Owner	Coordinate color to Unit's siding, shutters or in browns/earth tone colors. No white or black. Architectural Change Form must be submitted to Council for approval prior to the installation, painting or staining of front door.
Door - Storm/Screen	Unit Owner	Coordinate color to Unit's siding, dark brown, dark green or almond color tones. Architectural Change Form must be submitted to Council for approval prior to the installation or painting of storm door.
Doors - Patio/Deck & Balcony	Unit Owner	Must be in brown tones (including trim).
Downspout Replacement & Cleaning	BHTC	BHTC is not responsible for the repair/replacement of any Unit Owner installed gutter downspout. Owner responsible for clearing accumulated debris from downspout at ground level.
Dryer Duct - Exterior	Unit Owner	Architectural Change Form must be submitted to Council for approval prior to installing exterior dryer vent. Vent must be dark brown color.
Dryer Duct Cleaning	Unit Owner	
Electric Meter - Individual Units	Unit Owner	Contact Delmarva Power.
Exterior Door Trim & Moldings	Unit Owner	Must be in brown tones.
Exterior Window Trim & Sash	Unit Owner	Must be in brown tones.
Front Door Canopy - Roofing, Wrap & Structure	BHTC	
Gutter/Downspout Replacement & Cleaning	BHTC	BHTC is not responsible for the repair/replacement of any Unit Owner installed gutter/downspout or the cleaning of a door canopy gutter. Unit Owner is responsible for clearing accumulated debris from the downspout at ground level.
HVAC Systems	Unit Owner	

**Exhibit A: Maintenance Responsibility Chart (continued)**

<b>Repair/Improvement/Other</b>	<b>Responsibility</b>	<b>Comments</b>
Lawn Care - Grass Cutting	BHTC	Unit Owner is responsible for weeding their front and rear garden beds. End units (other than those that face Overlook) are responsible for their side bedding.
Leaf Removal	BHTC	
Lighting - Front & Rear Doors	Unit Owner	
Parking Lot Asphalt, Striping, Curbs	BHTC	
Pest Control - Indoor	Unit Owner	With the exception of wood destroying insects.
Pest Control - Outdoor	BHTC	Wood destroying insects only.
Plumbing - Interior & Exterior (Water & Sewer)	Unit Owner	Contact SUEZ Delaware @ <a href="http://www.mysuezwater.com">www.mysuezwater.com</a> Contact NCC - Sewers @ <a href="http://www.nccde/199/Sewers.org">www.nccde/199/Sewers.org</a>
Recyclables	BHTC	Schedule calendar provided by sanitation company. Routine pickup is Friday morning.
Roofing	BHTC	Includes door canopy & dining room bump-out
Security Lighting	BHTC	
Shrub Trimming/Maintenance	BHTC	Unit Owner may opt-out annually.
Shutters	BHTC	
Sidewalk/Concrete/Curbing	BHTC	Excludes rear patios.
Siding	BHTC	
Signage	BHTC	
Snow Removal	BHTC	Includes Overlook Drive, parking lots and front walkways. Rear areas are the responsibility of the Unit Owner or Tenant.
Soffits & Fascia	BHTC	
Structural Repairs/Masonry	BHTC	Repairs performed only in cases where the structural integrity poses a safety concern.
Sump Pump Pits	Unit Owner	
Sump Pumps	Unit Owner	
Trash Removal	BHTC	Schedule calendar provided by sanitation company. Routine pickup is Tuesday morning.
Tree Trimming/Maintenance	BHTC	
Windows & Trim (includes door trim)	Unit Owner	Brown tones only. Architectural Change Form must be submitted to Council for approval prior to replacement.
Window Wells (basement)	Unit Owner	
Yard Waste Removal	BHTC	Schedule calendar provided by sanitation company.