

## **VILLAGE OF FOUNTAINVIEW CONDOMINIUM**

### **RULES AND REGULATIONS**

The Council of the VILLAGE OF FOUNTAINVIEW CONDOMINIUM, pursuant to the powers granted to the Council under that certain Declaration Establishing a Plan for Condominium Ownership for the VILLAGE OF FOUNTAINVIEW CONDOMINIUM, dated September 24, 2007, made by CORROZI-FOUNTAINVIEW, LLC, a Delaware Limited Liability Company (the "Declarant"), and the Code of Regulations adopted by the Council on September 24, 2007, as recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, does hereby adopt the following Rules and Regulations governing the conduct of all Unit Owners.

#### **1. VEHICLES.**

(a) Automobiles and any other permitted vehicles shall be parked only within a designated parking area and within the painted lines of a designated parking space. No vehicle shall park, stop or stand along the side or in the middle of any entrance or exit driveway or within a parking area so as to impede or prevent ready access to and from any other vehicle or parking space. No inoperable or unlicensed vehicle shall be parked within the condominium project for more than forty-eight (48) hours. The Council shall have the right to cause any vehicle not

conforming with these regulations to be moved or towed away, as necessary, at the offending owner's expense and without liability for damage caused to the moved or towed vehicle.

(b) No camper, trailer, truck greater than one-half (1/2) ton, boat, snowmobile, mechanical toboggan, machinery or other type of vehicle, other than a private passenger automobile, van, one-half (1/2) ton truck, or station wagon shall be parked anywhere on the premises unless the Council determines in its discretion that such vehicles shall be parked in designated areas.

(c) All parking regulations posted or promulgated by the Council from time to time for the safety, comfort and convenience of the Owners shall be strictly obeyed.

(d) No unit owner or occupant shall cause or permit the blowing of any horn or screeching of any tires from any vehicle in which his family, tenants, employees, guests or invitees shall be passengers or drivers, approaching or upon any of the driveways or parking areas serving the Condominium except as may be required for the safe operation of such vehicle.

(e) No vehicle shall be repaired, tuned or otherwise mechanically serviced or attended (except for changing a flat tire and except for removal of snow and the clearing of ice, snow and dirt from the windshields) on the Condominium grounds except in areas designated by the Council.

## **2. GROUNDS AND WALKS.**

(a) The Council's maintenance responsibilities for grounds and walks shall, unless expanded by vote of the Unit Owners, be confined to grass cutting, maintenance of inground irrigation system, entrance sign(s), snow removal, pavement repair, watering, pruning, trimming, edging, raking and litter pick up, and shall not extend to Limited Common Elements. However, except in the case of Limited Common Elements, no Unit Owner or occupant shall till, seed, plant, cultivate, roll, cut, trim, edge, water, fertilize or otherwise treat the land or plantings thereon, or cause or permit same to be done, except in accordance with the instructions issued from time to time by the Council or, in the absence of applicable instructions, except with the Council's permission. Nor shall any Unit Owner or occupant cause or permit any walks to be salted, wetted, obstructed or used other than for ingress and egress except as may be otherwise permitted or directed by instructions of the Council. Each Unit Owner, occupant, employee and guest shall refrain from littering the Common Elements.

(b) No signs, lamp posts, fences, birdbaths, tents, trailers or other improvements or adjournments shall be erected or placed upon the General Common Element lands of the Condominium except pursuant to the Council's unanimous written permission. No existing fences or enclosures, walks or curbs shall be painted, written or drawn upon, used to mount a sign, removed, marked or otherwise defaced. Lawn chairs,

tables, barbecues, game equipment, toys and such other items shall be placed upon the grounds only at such times and places as the Council may from time to time prescribe and shall be removed from the grounds when not in use unless otherwise permitted, in writing, by the Council. No unenclosed Common Elements, unless a Limited Common Element maintained in a neat and orderly manner as defined by Council, shall be used for the storage of bicycles, sleds, baby carriages, baby pens, lawn furniture, ladders, tools, toys or any other articles of whatever nature without the written permission of the Council.

(c) No fires shall be caused or permitted on the Condominium grounds except for the lighting of gas or coal in an elevated, safe, enclosed grill used in the proper area. No activity shall be carried on upon the Condominium grounds which will cause unreasonable wear and tear to the grounds or damage to the landscaping.

(d) Children shall not be permitted to loiter or play upon the walks, entrances, stairways, elevators, roof or in the parking lots or drives. Children's play may be confined to areas defined by the Council from time to time.

(e) All garbage and other refuse shall be kept out of sight in tightly-covered waterproof containers. Each Unit Owner or occupant shall take all reasonable steps to prevent such containers and the contents thereof from omitting odors which annoy any other unit Owner or occupant. Disposal of garbage and other refuse from within each Unit shall be done no less

frequently than weekly and in accordance with such procedures as the Council shall from time to time specify.

### **3. PETS.**

No dogs, cats, birds, domestic animals or livestock of any kind shall be kept within a Unit, except common household pets which weigh less than thirty (30) pounds or whose back is less than eighteen (18") inches in height when measured from the floor. The Council shall have the right, power and authority to require that any dog, cat, bird, domestic animal or livestock of any kind which disrupts other Unit Owners or occupants or poses a health hazard to be removed from the Condominium.

### **4. BUILDING EXTERIORS.**

(a) No Unit Owner or occupant shall cause or permit any sign to be displayed on or from, or any rug, laundry, aerial, fan, air conditioner, wire or other object to hang or protrude from, any window or door. All draperies shall be lined with a white or off- white liner and placed a minimum of three inches from any electrical heater and one inch from any floor covering. All screens or screening not installed by the Developer shall be subject to the Council's written approval as to appearance, design, material and manner of installation. No shades, awnings, window guards or any enclosure shall be used except with the Council's written approval. All window curtains and/or blinds from the exterior shall show white or off-

white fabric or color. No sign or other object, except that the original Declarant may display sale signs until all units are transferred to other owners, shall be displayed on any wall or rooftop without the Council's written approval. The foregoing shall not prohibit the display of customary holiday decorations, subject to such specific limitations on type, manner of display and duration as the Council may from time to time fix and determine.

(b) No rugs shall be beaten on patios, balconies or outdoor living areas, nor shall dust, rubbish or litter be shaken, swept or thrown from any window, door, patio, balcony or outdoor living area. No laundry shall be aired from any balcony or on any Common Element.

(c) No bicycles, toys, barbecue sets, tires, tools, ladders or any other items shall be stored or left on any balcony or unenclosed patio without the Council's written permission, except outdoor tables and chairs may remain set up on such balconies and unenclosed patios for such time as they are actually in use, subject to such regulation as the Council may from time to time issue.

## **5. BUILDING INTERIORS.**

(a) No Unit Owner or occupant shall place his name or any sign, ad or notice in any common area or on any Common Element or on any door except as provided on a mailbox furnished for his use in the area

designated by Council. No Unit Owner shall paint, decorate or adorn any interior Common Element except pursuant to rules of the Council governing holiday decorations. All entrances and exits, foyers, corridors, stairwells and landings shall be kept free of all objects whatsoever except such furnishings as may belong to all Unit Owners in common and have been placed in the building by the Declarant or Council.

(b) No refuse shall be carried through, over or across any Common Element area except in a water-tight bag or other container adequate to keep the refuse from offending the sensibilities of other Unit Owners, occupants and guests and from soiling the common area. No dust or dirt shall be shaken, swept or otherwise dropped or deposited in any common area. All damages to the Common Element areas caused by the moving or carrying of articles and all need for unusual cleaning shall be paid by the Unit Owner or occupant responsible for causing same.

(c) No Unit Owner, occupant or guest shall loiter about or play in any hall, corridor, lobby, foyer, stairwell, landing, elevator or other interior Common Element area. No pet shall be allowed in any interior Common Element area except close-leashed or carried. No pet or child shall be permitted to soil the interior Common Elements areas, and all accidental soiling shall immediately be cleaned by the Unit Owner or occupant responsible therefor and reported to the Council.

(d) No Unit Owner or occupant shall cause or permit the moving of furniture or equipment through the building without having first arranged the time for such with the Council or its duly authorized agent. Such move

shall be in accordance with the regulations and directions, if any, of the Council.

## **6. NOISE.**

No Unit Owner or occupant shall play or be allowed to play any musical instrument, radio, television, phonograph, sound movie projector, tape recorder or like devise, or shall practice singing or vocal exercises, or shall use any tool or engage in any noisy activity earlier in the morning than eight o'clock (8:00 a.m.), Monday through Saturday, inclusive, and eleven o'clock (11:00 a.m.) Sunday, or later in the evening than eleven o'clock (11:00 p.m.) Sunday through Thursday, inclusive, and twelve o'clock midnight (12:00 a.m.) Friday and Saturday, or for longer (except for television, radio or phonograph) than three (3) hours in any given day, if the same shall annoy any Unit Owner or the occupants of any other Unit. No Unit Owner shall engage in any altercation at any time or otherwise shout, yell or disturb the peace if the same shall annoy any Unit Owner or the occupants of any other Unit. Television, radio and other electrical devices subject to volume control shall not be played above moderate levels if any Unit Owner or occupant objects.

## **7. CLEANLINESS.**

All Unit Owners and occupants shall be responsible for the cleanliness of their respective Units. The cost of exterminating any rodent or insect infestations resulting from the uncleanliness of any Unit shall be charged to the owner of that Unit.

## **8. TRASH DISPOSAL.**

All trash, garbage and other refuse shall be kept in the Unit until disposed of in the dumpsters provided by Council. Prior to disposing in the dumpster, all trash, garbage and other refuse shall be placed in plastic bags and tied securely.

## **9. WATER AND PLUMBING.**

(a) The water shall not be left running any unreasonable or unnecessary length of time in any Unit. Use of water for shrubs and lawn care or for any purpose other than necessary human consumption shall be subject to regulations and limitation by the Council.

(b) Toilets and drains shall be used for no other purpose than that for which they were designed. No sweepings, rubbish, raps, papers, ashes or other substances shall be deposited therein. Any repairs necessitated by the misuse of such facilities shall be charged to the offending Unit Owner.

(c) No Unit Owner or occupant shall cause or permit any tampering with, alteration to or new connection into any water or sewer pipe without the prior written consent of Council.

## **10. EQUIPMENT AND INSTALLATION.**

No Unit Owner or occupant shall tamper or interfere with or attempt to repair, alter or make a connection with any electrical or other cable, line, pipe, apparatus or equipment without the prior written consent of Council. Before installing and operating any machinery, refrigerating or heating device, air conditioning or other equipment not installed by the Declarant, except washing machine, dryer, refrigerator or other standard household appliance, and before using any illumination other than electric light or decorative candles, each Unit Owner and occupant intending to install or operate the same shall, in each and every instance, obtain the written consent of the Council.

## **11. EXPLOSIVES AND INFLAMMABLES.**

No explosive or highly inflammable material shall be brought into any portion of the Condominium Project except under the supervision of the Council.

## **12. KEYS TO UNITS.**

The Council shall be entitled to possession of one key to each Unit for use during emergencies. No Unit Owner or occupant shall change any lock or install any additional lock to the entrance to such Owner's Unit without the Council's written permission and without delivering a key for such changed or additional lock to the Council.

## **13. SALES.**

No garage sale or form of auction sale shall be held on the property.

## **14. INCREASE RISK.**

No Unit Owner shall do, or permit anything to be done in his Unit or bring or keep anything or permit to be brought or kept anything therein which will in any way increase the risk of fire to the condominium project or the rate of fire insurance assessed to the Council or any Unit Owner with reference to the project or property maintained therein, or obstruct or interfere with rights of other Unit Owners, or in any way injure them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Council or conflict

with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

## **15. CARPETING.**

Not less than eighty-five (85%) percent of the floor area of each of the living room, dining room, den, hallways and vestibule in every Unit shall be carpeted and under padded at the Unit Owner's expense and the bedroom floor areas must be fully carpeted at the Unit Owner's expense at all times. With the exception of bathrooms, foyers, kitchen, storage and laundry room areas, any Unit floor area not covered by carpets shall be covered by sheet linoleum or equivalent in noise reduction qualities. Notwithstanding the above, a Unit Owner may have installed hardwood flooring throughout the Unit subject to the Council's written approval as to appearance, design, material and manner of installation. In addition, any hardwood flooring shall be covered by area rugs covering not less than eighty-five (85%) percent of the floor area.

## **16. SWIMMING POOL.**

The swimming pool is a private community pool intended for the use by unit owners and their guests. It is to be managed and maintained by the

Condominium Association. Residents and their guests using the swimming pool do so at their own risk. Residents and their guests are required to obey the posted swimming pool rules.

## **17. BEHAVIOR and CONDUCT**

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

#### **1.01 Nuisance Uses, Practices, Conditions and Behaviors:**

No use, practice, condition or behavior which, in the reasonable judgment of the Council, constitutes a nuisance or unreasonably interferes with the peaceful use and enjoyment of the Condominium by Unit Owners 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 the Condominium. 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; (iii) a nuisance condition includes any condition that presents an unreasonable risk of the defined results

hereinabove ascribed to a nuisance use, and, by way of further illustration, would include a defective condition (such as a leaking pipe or water appliance) within one's unit, 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; and (iv) a nuisance behavior includes dangerous, threatening, violent, obscene, lewd or obstreperous actions, thieving or vandalism, which a reasonable person would deem upsetting or alarming. In the event that any Unit Owner and/or tenant does not promptly cease or 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 any or all actions described in the Code of Regulations or as provided under these Rules.

**1.02 Nuisance Conditions: Council's Right to Abate:** In the event that the 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 usual Rule enforcement process of notification, hearing and appeal will expose persons and/or property to an unacceptable risk, the Council may (at 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 resident(s) whose unit(s) are entered or 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 owner(s) of the Unit(s) in which the hazard or nuisance originated or was maintained. The violation assessment for a first violation of this Section shall be \$200.00, with the assessment doubled for a second and trebled for a third violation of this Section within a three-year period.

**1.03 Repeated Violations:** In the event that a Unit Owner, resident or guest repeatedly violates the Rules in this Section, and such violations appear to the Council to be willful, malicious, or beyond the demonstrated ability of the Unit Owner resident or guest to control (due to impairment by psychological or psychiatric condition, substance abuse, or other cause), and such violations materially degrade the livability of the Condominium or expose residents (including the Unit Owner, resident or guest) and invitees to unreasonable risk of personal injury, death or significant damage to property, such that the Council believes that the non-compliant person should not continue to reside at the Condominium, the Council may, by written notice delivered to the offender and the owner of the Unit in which the offender resides, (i) order any offender who is not an owner or the lessee of the Unit, including any adult relative or guest of the Unit Owner or lessee, immediately to remove himself/herself from the

Condominium property until further written notice, (ii) file a petition in the Court of Chancery for a declaratory judgment that the Unit Owner or lessee is unwilling or unable to occupy his/her unit in conformity with the Rules, and an seeking appropriate injunctive relief to bar the Unit Owner or lessee from the Condominium, or (iii) pursue any other appropriate remedy at law or in equity.

## **18. PARKING**

All parking spaces located on the grounds of the Village of Fountainview condominium property, and the use of such parking spaces, are subject to the exclusive jurisdiction, management and control of the Council.

Each unit in Buildings 1000, 2000 and 3000 is allocated the right to use one(1) unassigned parking space in the designated, marked (painted) parking areas of the property, including, if the vehicle is otherwise permitted by Delaware law and displays the appropriate identification, parking spaces marked for use by handicapped vehicle operators.

Additionally, parking spaces may be allocated by the Council for special reasons or under special conditions or circumstances on terms

established exclusively by the Council, even if such action increases the number of allocated spaces for a given unit.

No right created or permitted hereunder may be assigned, transferred or otherwise conveyed by a unit owner **or owners** to another unit owner or to any other person or entity.

Whenever deemed appropriate by the Council it may require unit owners to register vehicles expected to be using the parking area, or which are observed to be frequent users of parking spaces, and may require such permitted and/or registered vehicles to display identification such as window stickers or decals. Council may impose a reasonable fee for such registration and identification. Under the supervision of Council any or all parking spaces may be identified and marked by letters, numbers or symbols and Council may, where in its sole discretion it is deemed appropriate, assign specific parking spaces to specific units.