

## **RULE 18**

### **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.