

LGCA COMMUNITY RULES

LAST REVISED: April 1, 2024

Overview:

Provides the details of what Owners and Residents should expect and how to behave regarding regular or ongoing topics: Pets, Parking, Pool, Noise, Unit Rentals, Late Fees/Finance charges, etc. and procedures for what happens when those rules are not followed.

Contact Information:

Emergencies – Dial 911

NCC Police Dispatch: (302) 573-2800

After-Hours Building Emergencies: (302) 494-4818

Linden Green Condominium Association

info@lindengreencondos.org

www.LindenGreenCondos.org

**COMMUNITY RULES OF
LINDEN GREEN CONDOMINIUM**

The terms herein shall have the meanings ascribed thereto in the Declaration and Code of Regulations relating to the above captioned Condominium, which property has heretofore been submitted to the Delaware Unit Property Act, Title 25, Chapter 22 of the Delaware Code of 1975, as amended. Additionally, by the authority provided under Section 2 and 6 of the Code of Regulations, Council has the right to make and amend such rules from time to time as necessary.

These Rules shall govern the details of the use and operation of the Property. All present and future owners, mortgagees, lessees, and occupants of the Units and of the Common Elements, and their clients, patients, invitees, guests, agents and any other person or entity who or which may use facilities are subject to and bound by these Rules and all amendments hereto.

1. All terms and words used herein shall have the same meaning as given those terms and words by the definitions thereto set forth in the Condominium Declaration and Code of Regulations of the above captioned Condominium.
2. The Units and the various parts of the Common Elements shall be used solely for their respective intended purposes, as stated in the Declaration and in the Code of Regulations. Additionally, the use or uses of all units shall at all times comply with the Zoning Code and other pertinent regulations of New Castle County, or any/all other governmental agency(ies) having jurisdiction.
3. The term Resident, as used herein, when referring to any matter of either permitted or prohibited conduct in and about the Property, shall include any client, patient, guest, invitee, employee, agent, tenant, occupant or mortgagee of any Unit, any corporate officer (if the Unit Owner is a corporation), or independent contractor of a Unit Owner, the singular or the plural, and all genders, as the sense thereof may apply.
4. Each Resident shall keep their Unit in a good state of preservation and cleanliness.
5. Permitted Rental Units” shall follow the 2018 Amendment of the Enabling Declaration, Section 26(a)(2) subject to the following:
 - a. No Unit Owner shall enter into a Rental Agreement for a Unit unless said Unit has received the Council’s prior written certification that it is a “Permitted Rental Unit” in compliance with these provisions.
 - b. No Unit Owner shall own more than 2 units in Linden Green Condominium at the same time, either by sole name or entity or trust as stated in Section 26(a)(4).
 - c. Unit Owner must submit a copy of the lease agreement yearly as proof the unit is rented providing the residents name, contact information and vehicle information. No Unit Owner is permitted to use short term leasing, rent for one night like a hotel or be used as an Airbnb. The lease term must be for one year. If a Unit Owner violates these rules, a \$1,500 fine will be assessed every month until the violation has been corrected. If continued, the Unit Owner’s rental privilege will be terminated and said Unit Owner must list the unit for sale immediately as stated in Section 26(a)(5), (8), (8)(b) and revised.
 - d. Residents must comply with all Linden Green Condominium rules and regulations. If a Resident is reported to be offensive, intimidating or make any Owner or other Resident feel unsafe, a notice will be sent to the Unit Owner to resolve within 5 days of receipt of the said Notice. If the Resident does not comply, the Unit Owner is required to terminate said lease with 90 days’ notice, or the Unit Owner’s rental permit will be terminated. Section 26(8)(d) and revised.

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6. The Mandatory Pest Control program for Condo Units will begin January 1, 2023, with the following requirements. Condo Owners must hire a professional extermination company and submit a quarterly invoice/receipt **to Council** no later than 15 days after the end of each calendar quarter via the community website at <https://lindengreencondos.org/bugs>. Or, submit a hardcopy into the 5426 Valley Green Dr. B-level collection box. Any owner who does not submit their quarterly invoice/receipt will be fined as stated below. All fines will be posted to the Owner's HOA statement. There will be no exceptions to the assessment and payment of the fine for failure to treat or submit quarterly receipts/invoices.

- First Violation \$100
- Second Violation \$200 plus Owner loses parking space
- Third Violation \$500 and Owner loses their parking space
- Future Violations: \$500 plus owner loses their parking space

Any resident who is an on again and off again offender, the violation will move to the next level each time proof of a quarterly treatment is not performed and a copy of the invoice is not provided.

The Violation clock **does not restart** at the beginning of each year.

Any Resident causing a pest infestation is considered a "Nuisance". Please review the Code of Regulations pages 22-23, Numbers 6-8. The council will follow accordingly.

7. Monthly dues are assessed on the first of each month and must be paid in full by the 15th. If not, a \$50 late fee is assessed to the Unit Owner's account statement.
8. When an Owners' balance reaches \$1,000.00, Council will file in court to initiate a judgment against the unit owner to secure first position before a foreclosure action is filed.
9. When an Owner's balance remains unpaid and reaches a total of \$2,000 Council will initiate foreclosure proceedings to place a lien on the property, sell it at auction, and recover the balance owed plus any legal and court fees incurred in the process.
10. The sidewalks, walkways, entrances, hallways, corridors, and exterior stairways may not be obstructed or used for any other purpose than to enter and exit the Units and buildings.
11. No personal items may be placed, stored, or left out in any of the interior or exterior common areas or within the hallways of the buildings. Nothing may be hung or shaken from the doors, windows or balconies or placed upon the windowsills or railings. Nothing should be affixed or hung from the townhouse fencing.
12. Decorations are permitted on stairwell landings but must not be within 3 feet of the fire door. Interior hallways may not be decorated or furnished by any Resident in any manner. However, decorations on unit doors are permitted so long as they do not block the hallway or cause a hazard to those passing by. Decorations must not obstruct any central building services or components
13. No Unit Owner, Resident or Guest shall have access to the [community pool](#) unless the Unit Owner's account balance has been paid in full. If any balance remains after the end of the month, swimming privileges for that unit will be suspended until the balance is brought current. Any Owner, Resident or Guest of a delinquent unit may NOT be the pool guest of another unit on the property.
14. Owner, Resident or Guest of Linden Green must use and demonstrate appropriate behavior while at the pool. If legitimate complaints are filed with the property manager and/or council, said

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Owner, Resident or Guest will receive notification and will lose pool privileges for one pool season. The following are examples of unacceptable behavior:

- a. Disrespect to the lifeguard on duty;
 - b. Not following the lifeguard's rules and/or the pool rules displayed;
 - c. Making unnecessary hand jesters to lifeguard or any one at the pool;
 - d. Spreading negative information about Owners, Residents and Guests;
 - e. Inappropriate language and behavior while children are present;
- 15.** Residents are required to keep their patio and balcony free of mildew by cleaning the concrete yearly. If noticed by Council the patio or balcony is covered in dirt or mildew, a letter will be sent to resolve the issue and will be given 15 days to rectify the violation or a fee of \$100.00 will be added to your account as a fee for non-compliance.
- 16.** Balconies and Patios must be maintained by each Resident, subject to the following:
- a. No Resident shall sweep or throw or permit to be swept or thrown any dirt or other material from any building, balcony, doors or windows thereof. An exception is made when Resident cleans the mildew off their balconies. Please notify the management office so the unit resident below can be notified.
 - b. For esthetic reasons, and for uniformity, all window treatments and all sliding glass door treatments, shades, curtains or blinds thereon or therein shall show white with no design to the exterior thereof.
 - c. No awning, hanging planters, radio or television aerial, satellite dish or any other attachment shall be attached to or hung from the balcony railings or exterior of any building or unit;
 - d. No bird feeders as spillage may cause injury to those below and encourage nesting in crevices around the eaves and soffits of the building;
 - e. Owners/Residents are prohibited to erect, hang, attach to the balcony railing or ceiling any kind of covering, curtain, lattice, shade, screen or tarp for privacy;
 - f. No notice, or advertisement shall be inscribed or exposed on or at any window or other part of the building or unit, except such as shall have been approved in writing by the Council, including "For Sale" or "For Rent" signage;
 - g. Indoor furniture is prohibited -- Patio and/or lawn-style outdoor furniture only;
 - h. Barbecue grills (charcoal or gas) are NOT permitted on Condo unit balconies/patios, however, are permitted on Townhouse unit patios provided they remain at least 6 ft from any part of the house, fence or other structure while in use;
 - i. No flammable liquids and/or containers are permitted to be stored on the balcony;
 - j. One storage container is permitted but is not to be set against the railing;
 - k. Indoor/outdoor carpeting and painting of balcony floors (but not ceilings due to the need for drainage) is permitted but should be of a muted or neutral color that fits within the community. No tropical or gemstone colors permitted;
 - l. Seasonal decorations are permitted for limited periods consisting of 20 days prior to and 10 days after the holiday;
 - m. Unit Owners may request Council approval to enclose their balcony/patio in advance (*Amendment Sept. 20, 1993*) by submitting an Architectural Change Request with details, timeline and a drawing of the changes once completed.
- 17.** No Resident shall make or permit any disturbing noises or do or permit anything to be done in or about the Property which will interfere with the rights, comforts or conveniences of other

Residents. No Resident shall play or operate, or permit to be played or operated, phonograph, radio or television set or other type amplification equipment in such Unit at any

time, if the same shall be done in a manner which disturbs or annoys other Resident during State defined quiet hours between the hours of (10:00 p.m. and 7:00 a.m.)

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18. Residents shall not be permitted to keep any animal or pet in the Unit other than as follows:
- a. No more than two pets per unit, whether dogs or cats
 - b. Owners must provide the name, breed, type, coloring, and size of each pet to Mgmt upon arrival and update this information annually prior to March 31st; ([see website](#))
 - c. Dogs cannot be over 30 pounds in weight per unit allowed;
 - d. Any emotional support animal (ESA) must have legal documentation which must be provided to Mgmt upon arrival or designation and annually prior to March 31st to confirm continued status;
 - e. Pet Owners must follow all State laws regarding pet ownership. Owners must also respect the rights of others when caring for their animal including the following:
 - Pets must be leashed;
 - No pets loose in the hallways;
 - Pets to be walked in designated areas;
 - **Pet waste must be picked up immediately**, placed into a plastic bag and promptly disposed of into the dumpster;
 - No pets left on patios/balconies or tied outside without owner in attendance;
 - No food or water may be placed or left out in common areas.
19. Bathroom toilets, tubs, sinks, HVAC and dishwasher lines and drains shall not be used for any purposes other than those for which they were designed, nor shall any grease, sweeping, rubbish, rags or any other article be thrown into them. Any damage resulting from misuse of any unit's plumbing shall be promptly repaired by a licensed contractor/plumber and paid for by the Unit Owner, regardless of what part of the Property is damaged.
20. Any Unit Owner who causes damage to an adjacent unit after being informed that damage has been caused, will have 15 days to resolve the cause of damage in their own unit and must repair damage caused in the adjacent unit. If the cause of damage is not repaired within the 15 days allowed along with the damage to the adjacent unit owner, the unit owner who caused the damage will be charged a violation fee of \$500.00 per month until proof is provided all repairs are complete.
- An Owner must allow entrance by either/or the LGCA Maintenance Technician and Plumber within 48 hours so that the issue can be evaluated. If the owner refuses to do so will be fined \$100 per day.
21. Council agrees to reimburse owners a maximum of \$500 for their insurance deductible when Common Element piping/plumbing are the cause of damages within the unit. (*Adopted: Council Mtgs, 4/14/20&2/9/21*)
22. To offset the costs associated with the replacement of the sewer lines, all A-level Unit Owners will be granted a \$1,000 credit to their account when replacing the main sewer line running underneath the cement floor of their unit. This is in addition to the HOA covering the actual costs of drain replacement. All in-unit costs for flooring/items above the subfloor remain the responsibility of the Unit Owner. (*Adopted: Council Mtg, 4/12/22*)
23. No Resident or Guest shall use any parking area or any common other area within the Property unless in keeping with the following provisions:
- a. Residents must provide Mgmt with the make, model, color and tag number of each vehicle operated by persons within their unit and update this info upon any change; ([see website](#))
 - b. No parking on the grass/yard/sidewalk or double-parked.
 - c. No vehicles blocking a dumpster or taking up two or more parking spaces.
 - d. No parking in a space belonging to another Unit without permission.
 - e. No vehicles with expired/missing license plates, registration or inspection stickers.

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- f.** No parking on corners or in a “no parking” zone marked by a yellow curb/lines.
 - g.** No commercial vehicles that display phone numbers, lettering, graphics or company logos.
 - h.** No mobile home/camper, boat, RV’s, trailers, taxi cabs, trucks larger than a ½ ton pick up" or other “special purpose” vehicles may be parked within community;
 - i.** No vehicles with flat tires, visible accident or glass/body damage.
 - j.** Any vehicle which is unlicensed, untagged, or inoperable shall not be parked within the condominium common area for more than forty-eight (48) hours;
 - k.** No vehicle shall be brought on the premises for any time period if it contains flammable or hazardous materials not used for its own propulsion;
 - l.** When parked, motorcycles must have a wooden/metal pad under the kickstand;
 - m.** No vehicle may be repaired, tuned or mechanically serviced on condominium property. However, polishing, washing, waxing and vacuuming is permitted.
 - n.** No vehicle may be parked in such manner as to impede or deny ready access to any entrance to or exit from any Unit, building or the Property;
 - o.** Owners are required to inform tenants about parking rules and monitor compliance.
 - p.** Council, or its agent, shall have any vehicle not conforming to these rules and regulations towed or moved to another location on the Property, as necessary, without prior notification and at the offending owner's expense and without liability for damage caused to the moved vehicle (*Amendment September 16, 1990*).
- 24.** No garbage can, trash receptacle or other undesirable articles shall be placed in the hallways, walkways, entrances, balconies, or exterior stairways. All trash is to be placed in designated community dumpsters, approved, and placed by the Council. Any spills shall be immediately cleaned up and all debris removed. No toxic chemical, acid or similar substance shall be placed or disposed of in any drain or common element, unless properly neutralized.
- a.** Garbage and any other refuse shall be kept in a covered container, out of sight within the Unit. Refuse to be carried in a water-tight plastic bag to be deposited in the dumpster;
 - b.** Cartons and boxes must be flattened, tied or taped together before being placed in trash or recycling dumpsters;
 - c.** Furniture, appliances, carpeting and any other large items are not to be put in or next to dumpsters. Residents must make disposal arrangements with Mgmt;
 - d.** Complaints should be forwarded to Mgmt with the offenders’ name, Unit Number or license plate number as soon as possible.
- 25.** No Resident, without the written consent of the Council, shall at any time or for any reason whatsoever, enter upon the roof of any building.
- 26.** No Resident shall permit any flammable, combustible or explosive fluid, material, chemical or substance to be stored within the Unit or on the balcony.
- 27.** If any key(s) are entrusted to an employee of the Council by a Resident, whether for such Unit or otherwise, the delivery of the key shall be at the sole risk of such Resident and the Council shall not be liable for injury, loss or damage to persons or property of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith.
- 28.** The windows and doors in the hallways shall be kept closed to avoid possible damage from water or from freezing and to conserve heat and air conditioning.
- 29.** Traffic regulations promulgated by the Council shall be strictly observed at all times.
- 30.** Damage to any portion of the Property caused by a Resident or Guest, shall be repaired at the expense of said Unit Owner.

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31. For safety as well as aesthetic reasons, no owner shall place a window-style air conditioning (A/C) unit in any condo or townhome anywhere on the property.
32. All doors leading from a unit to the outside or to a common element or corridor shall be of uniform color and surface.
33. Any replacements of windows or exterior doors shall be the same or substantially the same, both in material and design/color as existed prior to such replacement.
34. No clothes washer or clothes dryer or similar laundry equipment shall be permitted or used in any condo/apartment unit; however, washer/dryer units are permitted in townhouses.
35. No Unit Owner shall send any employee or agent of the Council out of the Property on any private business. Any necessary on-site requests should be made through the Mgmt office.
36. Any complaints regarding the maintenance and condition of the Common Elements or regarding the actions of the Council or its officers, agents, employees or independent contractors, or of the actions of any other Resident, Unit Owner, or invitees, employees, clients or independent contractors, shall be in writing to the Council and the Council shall be permitted, except in emergencies, a reasonable time in which to study and act upon the complaint prior to any other action being taken.
37. Any approval, consent, or waiver given by the Council or its agents under these Rules may be revoked or modified at any time.
38. The Council may, pursuant to the Code of Regulations, amend these Rules from time to time and republish/redistribute them with immediate effect.
39. The procedure to notify and remedy any alleged rule violation will be that Mgmt will send a violation notice by email/postal mail/hand delivery to the Unit Owner containing the following:
 - a. A brief outline of the violation and associated community rule broken;
 - b. A demand that the violation be corrected within ten (10) days, unless otherwise stated;
 - c. Notice that Owners will be fined \$100.00 per month, per violation, until corrected, or if the violation reoccurs, unless otherwise stated;
 - d. Notice that Owners noncompliance after thirty (30) days will result in an action for recovery of damages, including the costs of the Council's action necessary to correct or remedy any such failure as outlined in the Code of Regulations, and;
 - e. Owners who wish to appeal against a violation must do so in writing and submit to a dispute resolution process as outlined by the State of Delaware's "Office of The Common Interest Community Ombudsperson" to appear before the Council for a hearing. If appealing a hearing, the owner must file with and agree to be bound by the decision of the CIC Ombudsperson's Office Arbitrator/Mediator.

(link: <https://attorneygeneral.delaware.gov/fraud/cpu/ombudsperson/cic-forms>)

If you have any questions or concerns please contact the Property Manager or the Council by visiting www.LindenGreenCondos.org or via email at info@lindengrecondos.org