

Enabling Declaration



Adopted: September 15, 1981
Last Amended: December 8, 2021

Linden Green
Condominium Association

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**ENABLING DECLARATION
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR LINDEN GREEN CONDOMINIUM**

MADE THIS fifteenth day of September 1981, by LINDEN GREEN LIMITED PARTNERSHIP, (herein called "Declarant"), for it, its successors and assigns.

WHEREIN, the Declarant makes the following declarations:

1. Purpose:

The Declarant intends to and by this Declaration does hereby submit to the condominium form of ownership and use in the manner provided by Chapter 22 of Title 25 of Delaware Code 1975, as amended (therein and herein called the "Unit Property Act") the lands herein described and the buildings and improvements constructed and to be constructed thereon and owned by it in fee simple, together with the easements, rights and appurtenances belonging thereto, and under and subject to agreements, restrictions and declarations of record, as presently remain in full force and effect.

2. Property:

The Property, which is fully described in the Declaration Plan, as the same is defined in Paragraph 3(d) hereof, consists of the land and improvements as each are defined herein.

(a) The Land:

The "Land", which is hereby submitted by Declarant to the condominium form of ownership is hereby defined as that parcel of real property owned by Declarant, in fee simple, situated and located on Skyline Drive, Golf View Drive, Valley Green Drive and Sandy Brae Court, Mill Creek Hundred, New Castle County, Delaware, as shown on the Declaration Plan of Linden Green Condominium, dated September 15, 1981, of record in the Office of the order of Deeds in and for New Castle County, Delaware, in Microfilm No.6102, and as shown on the Record Resubdivision Plan of Linden Green Apartments, Pike Creek Valley, dated October 12, 1971, revised to February 4, 1972, of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Microfilm No. 1897, and being more particularly bounded and described by metes and bounds as Exhibit A.

(b) The Improvements:

The land is as of the date of the recording of this Declaration improved with the following buildings, facilities and utilities (hereinafter jointly called "Improvements").

(1) Buildings:

The buildings comprise twenty-five townhouse units and one hundred thirty-eight apartment units in six buildings.

Construction is of masonry block for load bearing walls and metal stud framing for non-load bearing walls. Exterior walls are finished with brick and wood siding. The interior dividing walls between the units are masonry block and framing; interior walls are faced with drywall; basement level flooring is concrete, above ground level floors, as applicable, are of wood frame construction. Roofing is asphalt shingles. Windows, gutters and downspouts are aluminum. Doors are wood. Each unit has its own separate electric meter.

(2) Exterior Improvements:

The land is further improved by concrete walkways, steps, paved entrances, drives and parking areas, water distribution system, storm and sanitary sewer systems, transformers, electrical and telephone systems (ownership to parts of such systems may be retained by the utility or service company supplying service), postal collection and distribution equipment, and lawn areas and landscaping and an outdoor swimming pool, all of which are exterior to the Buildings.

3. Definitions:

(a) Buildings.

The term "Buildings" as used herein, shall mean the buildings as defined in paragraph 2 (b)(1) above and other structures to be erected on the Land as shown on the Declaration Plan, as the same may from time to time be amended.

(b) Units.

The term "Units" as used herein, shall mean anyone or more of the dwelling spaces as herein after more particularly described that are located within the buildings, as the same may be reflected on the Declaration Plan. Each unit shall also include the Proportionate Interest appurtenant thereto, as defined in Paragraph 3(f) hereof.

(c) Code of Regulations.

The term "Code of Regulations as used herein shall mean the instrument by which the administration, regulation and management of the Property shall be governed and by which the maintenance and repair of the Common Elements, as defined in Paragraph 7 hereof, shall be administered. The Code of Regulations (sometimes hereinafter referred to as "Code") shall be established and adopted pursuant to the Act, shall contained among its provisions those specified by the Act, and shall be duly entered by record in the Office of the Recorder of Deeds in and for New Castle County, Delaware, contemporaneously with the like recording of this Declaration and the Declaration Plan. The Code of Regulations may be amended from time to time pursuant to the Act. In the event of any one or more amendments to the Code of Regulations, thereafter, all references to the Code of Regulations (unless otherwise specifically designated) shall mean the Code of Regulations as amended to the date of such reference.

(d) Declaration Plan.

The term "Declaration Plan", (sometimes herein and in the Code of Regulations referred to as "Plan") as used herein, shall mean the plan of the Property which shall fully comply with the requirements of the "Act" and shall:

- (1) set forth the name, by which the Property will be known,
- (2) be certified by a licensed professional engineer, and
- (3) show fully and accurately the Property, including the Land, the location of the Buildings on the Land, the layout of the floors of each Building and other structures constructed or to be constructed on the Land, the parking areas, and the access thereto, the Units, and any internal drives within the Property, other Improvements located on the Land, and the Unit Designation for each Unit by which each Unit shall be identified by a number, letter or combination thereof. The Declaration Plan shall be duly entered of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware, contemporaneously with the like recording of this Declaration and the Code of Regulations. The Declaration may be amended from time to time pursuant to and as permitted by the Act and this Declaration. In the event of anyone or more amendments to the (unless otherwise specifically designated) shall mean the Declaration Plan as amended to the date of such reference. The Declaration Plan is of record in the Office aforesaid, in Microfilm No.

(e) Unit Owner.

The term "Unit Owner" as used herein shall mean the person or persons owning a Unit. The term "person" shall mean a natural individual, corporation, partnership, association, trustee or other legal entity. Should the Council, as referred to in Paragraph 13 hereof and in the Code of Regulations, be in title to a Unit pursuant to Article X of the Code of Regulations, the Council shall be deemed to be the Unit Owner hereof, subject to the provisions of Section 2 of said Article X. Declarant is the Unit Owner of all unsold Units.

(f) Proportionate Interest.

The term "Proportionate Interest" as used herein, shall mean the proportionate undivided interest in the Common Elements as assigned in this Declaration to each Unit and owned by each Unit Owner, as tenants in common, not subject to partition.

4. Name:

The name by which the Property or the Condominium is to be identified is Linden Green Condominium, which name may for purposes of convenience be abbreviated to Linden Green and still be an effective and proper name or designation.

5. Description of Units:

(a) This Declaration contemplates existence of the Property of Units intended (subject to the exception set forth in Paragraph 12 hereof) solely for dwelling use. Each Unit is designated as such on the Declaration Plan. Each Unit is designed and intended for independent use for the purposes stated in Paragraph 12 hereof, and has an exit to a Common Element leading to a public street or way, or to an easement or right of way leading to a public street or way.

(b) Each Unit shall contain the area or space within its title lines, including the title line itself, as said title lines are herein defined.

(c) The title lines of each Unit consist of:

- (1) the innermost interior face of the drywall (exclusive of the paint or other decorative treatment) on each structural wall separating such Unit from (i) the exterior of the Building in which such Unit is situated; (ii) any adjoining Unit; or (iii) any adjoining Common Elements;
- (2) the lower most horizontal surface of the drywall (exclusive of the paint or other decorative treatment) on the ceiling joists of each unit separating such surface from the exterior of the Unit;
- (3) the lowermost horizontal surface of the basement concrete floor in townhouses and in the terrace level apartment Units;
- (4) the outside surface of all door glass and window glass and all window frames and assemblies of the Unit; and
- (5) the outside surface of all doors, doorframes, doorsills, hinges and trim of such Unit;
- (6) the uppermost horizontal surface of the subfloors on apartment units.

(d) Each Unit shall also include any and all of the following items which may be within the title lines of such Unit; sinks, cabinets, lavatories, water closets, shelves, corridors, air conditioning and heating units, closets, light fixtures, rugs and other floor and coverings, wallpaper and other wall and ceiling coverings, shades and venetian blinds, moldings and baseboards, railings and all other items of a similar function or nature, as and to the extent, if any, that any of the foregoing items are so affixed to the Building of which the Unit is a part. Each Unit shall include all pipes, ducts, wires, cables, conduits and other electrical, plumbing, lighting, telephone, heating, air conditioning, sewer, water and other systems and equipment or installations whether or not within the title lines of but serving only such Unit.

- (e) Each Unit shall also include the Proportionate Interest in the Common Elements which is assigned to it in this Declaration, and which are expressed in terms of a percentage of the Common Elements as a whole. The interests are shown in Schedule B attached hereto and made a part hereof.
- (f) Excluded from each Unit shall be:
 - (1) all pipes, ducts, wires, cables, conduits or other installations or systems serving more than one Unit, and
 - (2) all other apparatus and installations existing for common use which may be wholly or partially within the title lines of a Unit, but which in whole or in part serve one or more other Units or the Common Elements.
 - (3) Structural parts and supports within the title lines of any Unit.
 - (4) Nothing contained in this Paragraph 5 shall cause the title lines of any Unit to be extended beyond the title lines of such Unit as shown on the Declaration Plan or any amendment thereto.

6. Types of Units:

- (a) Units 5410, 3230, 3231, 3232, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3241, 3242, 3243, 3245, are two story townhouse units having at least one door opening directly to the outside. The first-floor measures varying widths of 11'7" and 9'11", and varying depths of 36'2" and 31'11". The second-floor measures varying widths of 21'9", 11'7" and 9'11", and varying depths of 36'2" and 32'3". The two floors are connected by interior stairs.
- (b) Units 2, 4, 6, 8, 10, 12, 14, 16 and 5412 are three story townhouse units having at least one door opening directly to the outside. The first-floor measures varying widths of 21'9-1/2" and 11'7", and varying depths of 34'2" and 25'6". The second-floor measures varying widths of 21'9-1/2", 11'7" and varying depths of 36'5" and 27'9". The basement measures varying widths of 21'9-1/2" and 11'7", and varying depths of 33'1" and 25'3". The three floors are connected by interior stairs.
- (c) Units designated as A-1 in Buildings Nos. 1 through 6 are one-bedroom Units, opening into a common corridor, and having width of 27'4" and a depth of 23'8" and contain 699 square feet. "A" units are located on the terrace floor level.
- (d) Units designated as A-2 or A-5 in Buildings Nos. 1 through 6, are two-bedroom units opening into a common corridor, and having a width of 36'1" and a depth of 26'4" and contain 934 square feet. "A" units are located on the terrace floor level.
- (e) Units designated as A-3 in Buildings Nos. 1 through 6, are two-bedroom units, opening into a common corridor, having a width of 45'8" and varying depths of 24'10" and 19' and contain 1058 square feet. "A" units are located on the terrace floor level.
- (f) Units designated as A-4 in Buildings Nos. 1 through 6 are two-bedroom units, opening into a common corridor, having a width of 45'8" and varying depths of 24'10" and 19' and containing 1046 square feet. "A" units are located on the terrace floor level.
- (g) Units designated as B-1, B-6, C-1, C-6, D-1 and D-6, in Buildings Nos. 1 through 6, are one-bedroom units opening into a common corridor, and having a width of 27'4" and a depth of 24' and contain 708 square feet. "B" units are located on the second-floor level. "C" units are located on the third-floor level. "D" units are located on the fourth-floor level.

- (h) Units designated as B-2, B-5, C-2, D-2 and D~5 in Buildings Nos. 1 through 6 are two-bedroom units opening into a common corridor, and having a width of 36'1" and a depth of 6'8" and contain 1046 square feet. "B" units are located on the second-floor level. "C" units are located on the third-floor level. "D" units are located on the fourth-floor level.
- (i) Units designated as B-3, C-3 and D-3 in Buildings Nos. 1 through 6, are two-bedroom units opening into a common corridor, and having a width of 45'8", and varying depths of 25'2" and 19'4" and contain 1073 square feet. "B" units are located on the second-floor level. "C" units are located on the third-floor level. "D" units are located on the fourth-floor level.
- (j) Units designated as B-4, C-4 and D-4 in Buildings 1 through 6 are two-bedroom units opening into a common corridor and having a width of 45'8" and varying depths of 25'2" and 19'4" and contain 1061 square feet. "B" units are located on the second-floor level. "C" units are located on the third-floor level. "D" units are located on the fourth-floor level.

7. Description of Common Elements:

The Common Elements consist of the entire Property exclusive of those portions of the Property which are included within the Units, including without limitation:

- (a) Land, including, without limitation, parking areas, access and internal drives and driveways, walks, exterior stairs, posts and mailbox sheds;
- (b) All airspace above the surface of the Land, excluding the air space as is enclosed by the title lines of each Unit;
- (c) All main structural walls, floors and ceilings (exclusive of the respective parts thereof above expressly included within the title lines of the Units); roofs and roof assemblies of the Units and the spaces enclosed thereby, halls and corridors constituting entrances to and exits from the Buildings, foundations, structural parts and supports, as and to the extent that any of the foregoing are not specifically, by this Declaration, included within the Units;
- (d) All areas used exclusively for the management, operations, and maintenance of the Common Elements or the Property as a whole;
- (e) Except as and to the extent that all or parts or some systems are owned by the utilities supplying the respective services involved, all installations of and systems for central services and utilities serving more than one Unit, which are located outside of the Buildings, including but not limited to systems for electricity, plumbing, light, water, telephone, community communications equipment, sewer and drainage, and all other apparatus and installations existing for common use, including all pipes, ducts, wires, cables and conduits used in connection therewith, except as and to the extent the same are located within the title lines of and serve only single Unit;
- (f) All other parts or elements of the Buildings necessary or convenient to their existence, management, operation, maintenance and safety or otherwise normally in common use, or as are designated as Common Elements herein or in the Code of Regulations herein referred to;
- (g) All Units or interests therein held or owned by the Council for and during the period of time that the said Units or interests therein are held or owned by the Council and;
- (h) All easement or uses which are appurtenant to the Land, subject however to any limitations or conditions therein set forth;

- (i) The drywall is a common element, but it is specifically provided that the painting, covering, care, repair, replacement and maintenance thereof shall be at the sole and exclusive cost of each unit owner into whose unit the drywall faces, but the Council shall at all times have the sole right to specify the quality, style and fire rating or all drywall in all units, and of all painting, covering, care, repair, replacement or maintenance thereof.

The maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided herein and in the Code of Regulations.

8. Components of Property:

Declarant, in order to accomplish the plan of condominium ownership herein intended for the Property, hereby agrees and declares that Declarant hereby divides the Property into separate component parcels consisting of Units and Common Elements as said components are defined and described herein and as same are shown on the Declaration Plan. Declarant acknowledges that the said microfilm number may not be ascertainable at the time of recording this Declaration, and therefore agrees that when so ascertainable it shall be deemed to have been set forth herein at the time of recording hereof, and that setting forth said microfilm number at any future time in any copies hereof shall not prevent such copy from being a true and correct copy of this Declaration as recorded.

9. Proportionate Undivided Interest in Common Elements; Common Profits & Expenses; Voting:

- (a) The Proportionate Interests in the Common Elements expressed as percentages are initially set forth in 5(e).
- (b) In the event that there should be any combining of Units, as herein permitted, the Proportionate Interest of each said combined Unit shall be the sum of the Proportionate Interest assigned to all the constituent Units thereof.
- (c) The Common Profits and Common Expenses, as the same are defined in the Code of Regulations, shall be distributed among and shall be charged to the Unit Owners according to their respective Proportionate Interests, except water and sewer charges as provided in paragraph 23 hereof.
- (d) At any meeting of Unit Owners, each Unit Owner shall be entitled to the same number of votes as the percentage of Proportionate Interest assigned to the Unit by this Declaration at the time of such vote, as such voting privileges are more fully set forth in the said Code of Regulations.

10. Reservation to Declarant of Rights to Use Land During Construction:

During the construction of the Buildings, Declarant reserves and shall have the right to use those portions of the Land and the Common Elements to the extent as may be necessary or in Declarant's judgment desirable in order to facilitate and complete said construction. Every deed, mortgage, lease or other instrument or right conveying title to or creating any interest in Unit shall be deemed to be under and subject to the reservation retained by Declarant in this paragraph. The reservation retained herein shall be for the benefit of Declarant, its successors and assigns, and the exercising of such rights and privileges to any extent, shall not be deemed an overburdening thereof.

11. Change in Proportionate Interests:

No change shall be made in the Proportionate Interest of any Unit, as said interest is set forth in Paragraph 5(e), except as provided in paragraph 24 hereof.

12. Use of Units and of the Common Elements:

All purchasers and/or future owners of each Unit, by the acceptance of a deed to the same, and all Unit occupants, by the use and occupancy of the same, covenant and agree that:

- (a) All Units, subject to the exception provided in subparagraph (1) hereof, shall be used and occupied as dwelling units and for no other purpose, than that which meets the requirements of zoning in New Castle County.
 - (1) Anything herein to the contrary notwithstanding, at any time and from time to time, the Declarant or the Council may designate any one of the Units, which need not always be the same Unit, for office purpose, or may designate that any additional structure or any addition to an existing structure be erected for such purpose. In such event, the said Unit, or said additional structure or addition to an existing structure may be used by an independent manager or independent real estate broker as his or its office. Said office may be used by such party to conduct his or its regular business therefrom so long as necessary governmental approvals have been secured for the conduct of said business at such location, so long as such regular business causes no nuisance on the Property and, in the case of an independent manager, so long as the conduct of such other regular business does not interfere with his duties as the independent manager of this condominium.
- (b) If two or more adjacent Units are owned by the same Unit Owner, said Unit Owner may with the prior written consent of Council, move or remove the common wall or walls or other divisions between said Units, provided, however, that such action shall be in conformity with all building codes and governmental regulations applicable thereto and shall not endanger the soundness or safety or any portion of the Property, said Units. Furthermore, no such action shall encroach upon any space belonging to another Unit not owned by the same owner or to any Common Element, nor shall it sever, move or otherwise interfere with pipes, ducts, cables, wires, conduits, public utility lines or other such Common Elements serving Units owned by others. If such action or actions shall change the title lines, as hereinabove defined, to such Units, then such Unit Owner shall be responsible for accomplishing and paying the costs of any amendments to the Plan and Declaration as may be required thereby.
- (c) No unit owner may at any time bring or maintain any action at law or equity, for partitioning of any unit.
- (d) No Unit Owner shall do or permit any act which would jeopardize the soundness or safety of the Property or impair any easement or hereditament without the unanimous consent of all of the Unit Owners affected thereby. Each Unit Owner or permitted lessee or sub-lessee of any Unit as described in Paragraph 26 hereof and in the Code of Regulations may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of other Unit Owners, subject to the provisions hereof, of the Code of Regulations and of the Rules and Regulations promulgated pursuant thereto.
- (e) The Common Elements shall be for the sole benefit of the owners and occupiers of Units and may be used by them, their family, guests and invitees only in accordance with the Rules as may be established by the Council from time to time. Without the prior written authorization of the Council, no Common Element shall be obstructed, posted, decorated, or used other than for purposes for which such Common Element is designated or intended. No Common Element area intended for parking purposes shall be used for parking any form of transportation other than ordinary passenger automobiles used for non-commercial purposes, unless the Council designates otherwise. This prohibition is intended to restrict the parking of mobile homes, mobile campers, boats, boat trailers, taxicabs, trucks and other special purpose vehicles, that would detract from the aesthetic appearance of the property.

13. Council; First Members of Council:

A board of natural persons, each of whom shall qualify as Members of Council in accordance with the Act, of the number stated in Section I of Article III, of the Code of Regulations, shall be known as the Council and shall manage the business operation and affairs of the Property on behalf of the Unit Owners in compliance with and subject to the provisions of the Act and of the Code of Regulations. The following natural persons shall be the first members of the Council Thomas Hannagan, Jr., Jack Hazen and Margaret Winstead.

14. Easements; Access to Units:

Each Unit owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving his Unit, regardless of the location of such Common Elements. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. Each Unit shall have an easement, to the extent necessary, for structural support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit. The foregoing easement shall run with the land and inure to the benefit of and be binding upon the Council and each Unit Owner, mortgagee, lessee, occupant, other person having any interest in any Unit or in the Common Elements at the time of reference. The easements herein provided shall terminate upon the effectiveness of any termination pursuant to Section 18 hereof. The Council shall have a right of access to each Unit as and to the extent set forth in the Code of Regulations.

15. Acquisition and Improvement of Property:

The Council shall not, except with the unanimous consent of the Unit Owners, acquire any land, building, or real estate interest other than by purchase in accordance with the provisions of the Code of Regulations governing acquisition of Units. The Council may make capital improvements and acquire personal property not required in the normal course of maintenance, replacement and repair; or not required by the terms of this Declaration or the Code of Regulations but no Unit Owner shall be assessed therefore in any one year an amount which exceeds twenty per cent (20%) of the assessment for common expenses levied against his unit during the preceding year, except by affirmative vote of seventy-five percent (75%) or more of the total votes of all the Unit Owners.

16. Units Subject to Declaration, Code of Regulations and Rules.

All present and future owners, lessees, occupants and mortgagees of the Units shall be subject to and shall comply with the restrictions, covenants, conditions and provisions of the Act, this Declaration, the Declaration Plan, the Deed to the Units, the Code of Regulations and the Rules governing the details of the use and operation of the Property and the Common Elements, as such Rules may be duly adopted or amended from time to time pursuant to the Code of Regulations.

The acceptance of a deed, lessee or other instrument of conveyance or right of occupancy to any Unit, or mortgage upon any Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Declaration Plan, the Code of Regulations, the Rules, and the covenants, conditions and restrictions set forth in this Declaration and in the deed to each Unit are accepted and ratified by such owner, lessee, mortgagee or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every such deed, other instrument of conveyance, right of occupancy or mortgage.

17. Encroachments:

If any portion of any Unit or of the Common Elements hereafter encroaches upon any Unit or upon any other portion of the Common Elements, as a result of settling or shifting of any Building, other than as a result of the purposeful or negligent act or omission of the owner of the encroaching Unit, or of the Council in the case of encroachments by the Common Elements, a valid easement appurtenant to such encroachment and for the maintenance of the same shall continue so long as such Building stands. In the event that any Building shall be partially destroyed as a result of fire or other casualty or as a result of a taking by the power of or a power in the nature of eminent domain or by an action or deed in lieu of condemnation then, if such Building shall be rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, where such encroachments are necessary to complete such rebuilding or are not a result of the purposeful or negligent act or omission of the Unit Owner of the encroaching Unit or of the Council shall be permitted, and valid easements appurtenant to the encroaching Unit or Common Element for each such encroachment and the maintenance thereof shall exist so long as such rebuilt Building shall stand. The foregoing easements shall run with the land and inure to the benefit of and be binding upon the Council, each Unit Owner, and each mortgagee, lessee, occupant or other person having any interest in any Unit or in the Common Elements at the time of reference. The easements herein provided shall terminate upon the effectiveness of any termination pursuant to Paragraph 18 hereof.

18. Termination:

This Declaration, the Declaration Plan, the Code of Regulations and the Rules promulgated pursuant thereto shall terminate, and the Act shall cease to apply to the Property, if a revocation expressing the intention to remove the Property from the provisions of the Act is duly executed by all Unit Owners, as well as by the holders of all mortgages, judgments or other liens against the Units, and is recorded in the Office of the Recorder of Deeds in and for New Castle County.

Upon the effectiveness of any termination pursuant hereto and the removal of the property from the provisions of the Act, the former Unit Owners shall become tenants in common of the Property with undivided interests therein equal to the Proportionate Interests owned immediately prior to said termination.

Any termination pursuant to this Paragraph shall neither destroy nor impair any property right, tangible or intangible, including but not limited to any right of action of the Declarant, the Council, except as herein specifically provided, and following such termination, the Declarant, and the members of the Council shall, notwithstanding the happening of such termination, have all powers appropriate or necessary to wind up the affairs of the Council.

19. Repair and Restoration:

In the event of either

- (a) damage to or destruction of any one or more of the buildings or other improvements on the land, or
- (b) a taking, injury or destruction of the Property or any part thereof by the power or a power in the nature of eminent domain or by an action or deed in lieu of condemnation, then unless a termination has occurred pursuant to Paragraph 18 hereof, the Property shall be promptly repaired and restored in accordance with and subject to the provisions and limitations of the Act and of Article VIII of the Code of Regulations, and in the event of a deficiency between the costs of

such repair and restoration and the amount of proceeds from condemnation, insurance or otherwise, then the Unit Owners shall be liable for assessments for any such deficiency in proportion to their respective Proportionate Interests. It is specifically provided that each Unit Owner, by becoming a Unit Owner acknowledges and agrees that each "Building" in the Condominium is an integral thereof, that in order for any Unit Owner to receive and enjoy the full benefits such ownership it is necessary to repair and maintain each building in a condition of good and proper order, and that in the event of the substantially total destruction of anyone or more buildings, that all of the Unit Owners are directly affected thereby.

20. Nature and Transferability of Units and of Interests In Common Elements:

Each Unit, together with its Proportionate Interest in the Common Elements, is for all purposes real property. The ownership of each Unit, together with its Proportionate Interest in the Common Elements, is for all the ownership of real property. Units may be sold, conveyed, mortgaged, or otherwise dealt with in the same manner as like dealings are conducted with respect to real property and interests therein, under and subject to the provisions contained in Paragraph 26 hereof. Every written instrument dealing with a Unit shall specifically set forth the name by which the Property is known, as set forth in Paragraph 4 hereof, and the Unit designation specified in Paragraph 5, and in the Declaration Plan identifying such Unit. Neither the Proportionate Interest of each Unit Owner in the Common Elements nor the easements and rights appurtenant to a Unit may be separated from the Unit to which such interest, easement or right belongs, and the same shall be deemed to be conveyed, leased or encumbered with the Unit upon each conveyance, lease or encumbrance thereof, even though such interest, easement or right is not referred to or described in the deed, lease, other instrument of conveyance or mortgage for such Unit. Any instrument purporting to convey, lease or encumber a Unit or any interest therein contrary to the provisions of this Paragraph 20 shall be void and of no effect.

21. Prohibition of Partition of Common Elements and Units:

Common Elements shall remain undivided and no Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise. There shall be no partition or division of any part of the Common Elements through judicial proceedings or otherwise, except as herein or as otherwise may be permitted by the Act. A Unit held in joint tenancy or tenancy in common may be the subject of a voluntary or judicial partition.

22. Taxation:

Each Unit and its Proportionate Interest in the Common Elements shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the Building of which the Unit is part or of the Property, and each Unit Owner shall be solely responsible for the payment of all taxes, municipal claims and charges assessed against his Unit and Proportionate Interest. In the event that any taxing authority having jurisdiction over the Property shall impose a real estate tax on the Property as a whole, responsibility for payment thereof shall be allocated as follows:

- (a) Payment of the total tax bill shall be the responsibility of the Unit Owners of the Units, each such Unit Owner to pay that proportion of the tax that his Proportionate Interest bears to the total Proportionate Interests of all Unit Owners of Units.
- (b) The tax, allocated in accordance with such determination, shall be chargeable and collectible as a common expense.

- (c) Any expenses incurred by the Council pursuant to this Paragraph 22 shall be charged as a Common the Expense of the Property.

23. Water and Sewer Charges:

- (a) In order to minimize the initial cost of each apartment building and future cost of repair and maintenance, water is furnished and measured to Property through a common water meter. In addition, Council by future regulations may install a separate water meter for each unit to measure water usage by each unit owner.
- (b) In the event of installation of a separate water meter, the total bill for water usage shall be paid by Council, but each Unit Owner shall reimburse Council directly for the cost of water consumed by such unit owner based upon the consumption of water as measured by the separate meters in each unit. The cost of water consumed for the care, maintenance or usage for the common elements shall be paid as part of the common expense.
- (c) Since sewer service charges are based upon water consumption, the charges for sewer service shall be reimbursed to Council by each unit owner in the same manner as herein provided for water charges.
- (d) Townhouses are separately metered and are individually responsible for water to each townhouse.

24. Amendments:

- (a) Subject to and except as otherwise provided herein or in the other provisions of this Declaration, the Code of Regulations and the Act, this Declaration and the Declaration Plan may be amended by the affirmative vote of the Unit Owners holding seventy-five percent or more of the Proportionate Interest, cast in person or by proxy at the meeting duly held in accordance with the provisions of the Code of Regulations.
- (b) The Proportionate Interest of the Unit Owners may be altered by the recording of an amendment duly executed all Unit Owners affected thereby.
- (c) If any amendment is necessary in the judgment of the Council to cure any ambiguity or to correct or supplement any provisions of the Declaration or the Code of Regulations which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Declaration Plan which is incorrect, defective or similarly inconsistent, the Council may effect an appropriate corrective amendment without the approval of the Unit Owners upon the Council's receipt of and in accordance with an opinion of counsel in matters pertaining to an amendment to the Declaration or the Code, or upon receipt of or in accordance with an opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Declaration Plan, and in either case said opinion shall and must recommend and approve the proposed amendment. Each such amendment shall be effective upon the recording in the Office of the Recorder of Deeds in and for New Castle County, Delaware, or any successor thereto, or an appropriate instrument setting forth the amendment.
- (d) In the event there are one or more amendments to this Declaration, all references to the Declaration (unless otherwise specifically designated) shall mean the Declaration as amended to the date of such reference.

25. Signatures and Certificates Required for Amendment:

Any Amendment to the Declaration, Plan and Code shall be deemed in proper form for filing and recording when same is executed by the President or Vice President of Council and by the Secretary or Assistant Secretary thereof, and when accompanied by the certificate in recordable form of any other member of Council that said amendment has been duly enacted in accordance with the provisions of the Declaration or the Code of Regulations, as the case may be.

26. Statement of the Uses and Restrictions as to Each Unit: ¹

All present and future owners of Units at Linden Green Condominium, by acceptance of their deeds to said Units, and all Unit occupants, by their use and occupancy of the Units they occupy, are bound by the following restrictions on the use and occupancy of their respective Units.

(a) Leasing and Rental of Units. Notwithstanding anything in this Declaration or in the Code of Regulations to the contrary, Unit Owners shall have the right to lease Units subject to the conditions and limitations hereinafter set forth and as may be elaborated further in the Rules of Conduct.

(1) Subleasing and Non-Loan-Related Lease Assignments Prohibited.

Subleasing of Units is prohibited and the assignment of leases of Units, other than by the Unit Owner to a mortgage lender, is prohibited.

(2) Limitation on Leasing and Rental of Units.

Subject to the limitations and conditions hereinafter provided, no more than five (5) Apartment Units per Apartment Building, and no more than five (5) Townhouse Units, and a total of thirty-five (35) Units of any kind at Linden Green Condominium, regardless of Unit size or proportionate interest in the common elements of the condominium, shall be subject, at the same time, to a lease, a written or verbal rental agreement of any description, or to a tenancy or occupancy by persons *other than* the Unit Owner(s), as that term is hereinafter defined, the parent(s), spouse or child of the Unit Owner(s), or the spouse of a child of the Unit Owner. Except as expressly permitted by written decision of the Council, for purposes of this Section 26 (a) (2), no Unit owned by an entity, including but not limited to a corporation, limited liability company, partnership, limited partnership, trust or estate, shall be deemed to be occupied or occupiable by its owner. Upon the written application by an entity to the Council for a determination that the Unit it owns should be deemed to be owner-occupied because the sole reason for the entity ownership is a tax or estate planning strategy pursuant to which all of the owners of the entity, or said owner's spouse, parent(s), child, and/or the spouse of said owner's child as of the time of the application shall be the sole occupant(s) of the Unit, the Council shall consider the application and may, in its sole and absolute discretion, certify the Unit as being owner-occupied for purposes of this Section 26 (a) (2) for as long as the represented facts and circumstances are maintained, and subject to such conditions as the Council may impose in its sole and absolute discretion to assure that entity ownership is not manipulated to circumvent the limitation herein established. Units which are not owner occupied as hereinabove described, shall be referred to as "Rental Units." No Unit Owner shall enter into a Rental Agreement for a Unit unless said owner's Unit has received the Council's prior written certification that it is a "Permitted Rental Unit" in compliance with these provisions.

¹ The entirety of Section 26 was replaced under the amendment passed on March 22, 2018.

- (3) The following Townhouse Units are Rental Units as of the date of recording of the Certificate evidencing this Amendment: 4 Sandybrae Ct., 6 Sandybrae Ct., 16 Sandybrae Ct., 3230 Fairway Dr., 3231 Fairway Dr., 3232 Fairway Dr., 3239 Fairway Dr., 3240 Fairway Dr., and 5412 Valley Green Dr. The following Apartment Units are Rental Units as of the date of recording of the Certificate evidencing this Amendment: 5414 A-1, 5414 A-2, 5414 A-4, 5414 B-1, 5414 B-2, 5414 C-3, 5414 D-1, 5414 D-2, 5416 A-5, 5416 B-5, 5416 C-5, 5416 C-6, 5416 D-5, 5418 A-5, 5418 B-5, 5418 B-6, 5418 D-4, 5418 D-6, 5420 A-2, 5420 A-4, 5420 B-1, 5420 E-1, 5420 D-1, 5420 D-2, 5422 B-2, 5422 B-3, 5422 B-4, 5422 C-3, 5422 D-4, 5424 A-5, 5424 C-5, 5424 C-6, 5424 D-6, 5426 B-6, 5426 C-3, 5426 C-6, 5426 D-6, 5428 B-3, 5428 B-4, 5328 C-1, 5428 C-2, 5428 D-1, 5428 D-2, 5421, A-5, 5421 C-6, 5421 D-5, 5423 A-1, 5423 A-2, 5423 B-2, 5423 B-3, 5423 C-1 5423 C-4, 5323 D-2, 5423 D-3, 5423 D-4, 5417 C-5, 5417 C-6, 5417 D-5, 5419 A-4, 5419 B-2, 5419 B-3, 5419 C-2, 5419 D-1, 5419 D-2, 5419 D-3, and 5419 D-4. These shall be referred to as "Existing Rental Units." The aforesaid Existing Rental Units shall be the initial Permitted Rental Units, subject to the remaining terms and conditions set forth herein. Until such time as the number of Permitted Rental Units falls below five (5) Apartment Units in each and all of the Apartment Buildings and five (5) Town House Units, and there is no waiting list of existing Unit Owners desiring to have their Units designated as Permitted Rental Units under Section 26 (a) (2), no Unit Owner or his/her agent shall market or sell a Unit to other than an individual or individuals who intend to own and occupy the Unit as his/her/their personal (but not necessarily principal) residence.
- (4) No Unit Owner shall own, directly or indirectly, in trust, as a majority owner of an entity, or otherwise, a legal or a beneficial interest in more than two (2) Units of Linden Green Condominium at the same time, provided that this restriction does not require those Unit Owners who own more than two Units on the date of recordation of the Certificate of Amendment evidencing this Amendment to divest any of his/her/their/its Approved Rental Units.
- (5) Except as expressly provided to the contrary in this Section 26 (a), a Permitted Rental Unit shall lose its status as such when and if the legal or beneficial ownership of the Permitted Rental Unit changes, voluntarily or involuntarily, by sale, gift, foreclosure, execution or otherwise, except for: (i) a conveyance between the Unit Owner and his/her spouse, (ii) a conveyance between the Unit Owner and his/her parent or lineal descendant and/or the spouse of such parent or lineal descendant; (iii) a conveyance between the Unit Owner and a trust where the beneficiaries are and remain solely the grantor and/or the grantor's spouse, parent, lineal descendant, or the spouse of such parent or lineal descendant; and (iv) a transfer by will or intestate succession. Permitted Rental Unit status for a Unit may be terminated by action of the Council if the Unit Owner becomes delinquent in the payment of periodic assessments (monthly condominium "dues") or other assessment (including a violation assessment under the Rules and Regulations of Linden Green Condominium) lawfully imposed by the Council on that Unit, in an aggregate of TWO THOUSAND and NO/100 (\$2,000.00) DOLLARS, and the delinquency is not cured within thirty (30) days after the Council's mailing written notification of said delinquency to the Unit Owner at the address of that Unit Owner on file with the Condominium Council or Management Office. Permitted Rental Unit status also may be terminated by action of Council if the Unit Owner violates provisions of this Declaration, the Code of Regulations or the Rules of Conduct of Linden Green relating to the rental or leasing of Units and relating to mandatory lease provisions, or if the tenant occupying the Permitted Rental Unit or the Owner of such Unit is in material violation of the Rules of conduct of Linden Green Condominium, and such violation persists or remains uncured for a period sixty (60) days after the Council's mailing of notification of the violation to both the Unit Owner and the tenant, or if the violation is repeated after the Council's mailing of notification of the violation to both the Unit Owner and the tenant. A

Permitted Rental Unit shall lose its status as such by being unoccupied for a period of six months or by being occupied by the Unit Owner(s).

- (6) At any time and to the extent that the number of Permitted Rental Units constitutes less than five (5) Apartment Units in each and every one of the six Apartment Buildings and less than five (5) Town House Units, and a total of less than 35 Units of any type at Linden Green Condominium, any Unit Owner may submit to the Council by delivery to the Association Secretary, a written request advising the Council that the Owner desires to add his Unit to a waiting list for acceptance as a Permitted Rental Unit. Written requests will be addressed by the Council in the order received by the Association Secretary. If a Unit Owner whose Unit is first on the Permitted Rental Unit waiting list and is current in its assessments is informed that the number of Permitted Rental Units has fallen below the cap established in Section 26 (a) (2) and referenced in the first sentence of this Subsection (a) (6), that Unit Owner may accept Permitted Rental Unit status for his/her/their Unit by delivering a written letter to that effect to the Association Secretary within seven (7) days of Council's notification and, thereafter, said Unit will be a Permitted Rental Unit until its status is terminated by either (i) the occurrence of a status-terminating act, circumstance or occurrence described in Subsection (5), above, or (ii) the Unit not becoming occupied by a renter or lessee unrelated to the Unit Owner by marriage or blood within six (6) months from the date of the Unit Owner's acceptance letter, provided that the Council may extend the 6-month period upon a showing by the Unit Owner that the Unit Owner has, for at least three months, engaged the services of a licensed rental agent to rent the Unit at commercially reasonable rent and on commercially reasonable terms. If a Unit Owner on the waiting list who has been offered Permitted Rental Unit status for his/her/their Unit does not accept that status for the Unit, or subsequently loses such status for failing to rent or lease the Unit as provided in this Subsection (a) (6), that Unit Owner's name will fall to the bottom of the waiting list. Positions on the waiting list cannot be transferred from one Unit Owner to another. If multiple written requests to be placed on the waiting list are received by the Secretary on the same day, preference will be afforded to the Unit Owner who has owned his/her/their Unit the longest time. As long as there is a waiting list or Unit Owners desiring to rent their units, no Unit may be marketed as a potential Rental Unit.
- (7) Notwithstanding the above-recited limitations, upon the written petition of a Unit Owner stating the reasons for the owner's request, the Council shall have the power to grant temporary Permitted Rental Unit status, on such terms and conditions that the Council may impose in its sole and absolute discretion, but for no longer than two (2) years, to a Unit Owner who is forced to move from his/her Unit for a pre-determined period of more than six months but no more than two years for reasons outside said owner's reasonable control, such as a special job assignment, military deployment, or a temporary disability from which the Unit Owner has a reasonable expectation of returning. To facilitate its consideration of such hardship petitions, the Council may require the petitioning Owner to appear in person at a meeting of the Council and/or produce whatever verification or evidence of the hardship condition that the Council determines in its sole and absolute discretion that it requires to act on the petitioning Owner's request. The Council shall provide the petitioning Owner with its written decision, including any conditions imposed on any granting of the petitioning Owner's request, within five (5) days after the Council's receipt of any requested verification or evidence or, if no' such request was made by the Council, within fourteen (14) days after the Council meeting at which the petitioning owner's request was presented.
- (8) Any Rental Agreement for a Unit which has not first been certified in writing by the Council as being a Permitted Rental Unit shall be void and subject to cancellation by Council. Any Unit Owner who enters into a Rental Agreement for a Unit which has not first been certified in writing by the Council as being a Permitted Rental Unit shall be subject to (i) a violation

assessment by the Council against said Unit Owner and his/her Unit in the sum of ONE THOUSAND FIVE HUNDRED and NO/100 (\$1,500.00) DOLLARS, per month (or such other sum as the Council shall establish in the Rules of Conduct) for each calendar month, or any portion thereof, during which the Unit Owner remains in violation of these provisions (the purposes of "the violation assessment including defraying the Council's expense of enforcing these provisions), which violation assessment shall be invoiced along with the Unit Owner's monthly common expense assessment, and shall be lienable and collectable by the Council in the same manner as monthly common expense assessments, and (ii) an action in equity by the Council on behalf of the Association for the cancellation of the Rental Agreement, and to enjoin that Unit Owner's continuing or future violation of the Declaration or Code of Regulations.

(b) Transient Rentals Prohibited; Written Leases Required.

From the effective date of this amendment, all tenancies or rentals of Units shall be evidenced by a written lease containing the mandatory provisions prescribed in Section 26 (c), and having an initial term of no less than one (1) year. Each Unit owner shall enter into no more than one (1) Lease for any Permitted Rental Unit in any 12-month period without the prior written approval of the Council. In considering the application by the Owner of a Permitted Rental Unit for authorization to enter into a second Lease within a 12-month period, the Council may consider facts indicating that the prior Lease was terminated by operation of law or without collusion, negligence or fault on the part of the Unit Owner. One purpose of this Section is to reduce the security problems which would accompany any frequent turnover of tenants at the Condominium. Any Rental or Lease of a Unit in violation of this Subsection 26 (b), a prohibited sublease, or a lease assignment to other than a mortgage lender, shall be void and subject to cancellation by the Council. Any Unit Owner who enters into a Rental transaction in violation of the terms of this Section 26 (b), shall be subject to: (i) an immediate violation assessment by the Council against said Unit Owner and that owner's Unit in the sum of ONE THOUSAND, FIVE HUNDRED (\$1,500.00) DOLLARS which shall be lienable and collectable by the Council in the same manner as monthly common expense assessments, the purpose of the assessment being to defray the Council's expense of enforcing these provisions, and (ii) an action in equity by the Council on behalf of the Association for the cancellation of the Rental Transaction, and to enjoin that Unit Owner's continuing or future violation of this Declaration or the Code of Regulations.

(c) Mandatory Lease Provisions.

From the date of the recordation of the Certificate of Amendment placing this Amendment of public record, 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 subject to an Addendum in the form set forth as Exhibit "B" to this Declaration, which Addendum may be amended by the Council from time to time and incorporated into the Rules of Conduct of Linden Green Condominium without further amendment of this Declaration. In the event that any Unit Owner shall fail to attach to any rental agreement the Addendum as required, in addition to all other remedies available to the Council at law or in equity, for each such offense the Unit Owner who fails to cure the violation within fifteen (15) days following the sending of notice of the violation to the Unit Owner, shall be subject to a violation assessment in the amount of ONE THOUSAND, FIVE HUNDRED (\$1,500.00) DOLLARS or such other sum as may be prescribed in the Rules of Conduct of Linden Green Condominium, which violation assessment shall be lienable and collectable by the Council in the same manner as common expense assessments. The Council may, at its discretion, make copies of this Addendum available through the Management Office and/or on any website for Linden Green Condominium.

ADDENDUM

To Rental Agreement dated _____, 2____, between _____ "Landlord," and _____ "Tenant," for the leasing or rental of Unit , Linden Green Condominium. Anything contained in the Rental Agreement to the contrary notwithstanding, Landlord and Tenant covenant and agree that the referenced Rental Agreement shall be subject to the following material provisions:

(1) Condominium Rules and Regulations. Tenant acknowledges that the leased premise is a Unit in Linden Green Condominium, a condominium community administered by an executive board known as the "Council." Tenant acknowledges that Unit ownership and occupancy are subject to the Rules of Conduct (the "Rules"). Tenant acknowledges that Tenant has received a photocopy of the Rules, has reviewed the Rules, and agrees to abide by them. Tenant's violation of any of the provisions of Rules shall constitute a material breach of this Lease, which, if uncured within seven (7) days (or such longer minimum notice as may be required by the Delaware 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 summary proceeding for possession. Landlord and Tenant acknowledge that the Council shall have an independent right to enforce this Lease and institute a summary proceeding for possession 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, coupled with an interest, to assert in court Landlord's rights under this Lease when and if the Council shall elect to do so.

(2) Use and Occupancy of Leased Premises. Tenant covenants and agrees to use the leased premises solely for residential purposes. No one-bedroom Unit shall be occupied by more than two (2) individuals; no two-bedroom Unit shall be occupied by more than four (4) individuals; and no three-bedroom Unit shall be occupied by more than five (5) individuals. 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 advised of the names(s) of, and contact information for, all persons occupying the leased unit.

(3) Assignment of Rents. Landlord and Tenant acknowledge that, in the event that any common expense assessment, special assessment or violation assessment issued to the leased Unit shall not be fully paid by the Unit Owner for a period of sixty (60) days after the due date for such assessment, and for a period of thirty (30) days after the sending of written notice of the violation to the Unit Owner at said Unit Owner's address on record with the Council, Tenant shall remit its rent payments due under the rental agreement directly to the Council or its management agent in accordance with written notification and instructions to that effect delivered to Tenant by the Council or its management agent, and that the rent payments will continue to be made as directed in the notification until (i) the Unit Owner's assessment arrearage (together with any interest and late charges thereon) shall have been paid in full and (ii) Tenant has received written notification from the Council or its management agent that the Tenant may resume paying its rent to Landlord.

(4) Subleases Prohibited. The parties acknowledge that subleasing of Units at Linden Green Condominium is prohibited by the Declaration, and any subleasing of the Leased Unit will constitute a material breach of this Lease.

Sealed and Delivered
in the Presence of:

Landlord:

Witness

_____(Seal)

Tenant:

Witness

_____(Seal)

(d) Lease Enforcement by the Council.

The Council shall send to the Unit Owner by certified mail return receipt requested, at said Unit Owner's address on record with the Council or at said Unit Owner's last known address, a photocopy of all correspondence with the Unit Owner's tenant relating to the enforcement of any Rule or any rental agreement provision against the tenant. The 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 the 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 the Council advised in writing of actions taken by said Owner to secure the eviction of the tenant and, in the event that the Council, in its sole and absolute discretion, shall deem said actions to have been insufficient in effect or in promptness, the Council or its management agent may institute appropriate action against the tenant in the Council's and/or the Unit Owner's name and, the Unit Owner shall pay, when invoiced, the attorney fees and other costs reasonably incurred by or on behalf of the Council in said proceeding.

(e) No Waiver.

Any election by the Council, the Association of Unit Owners or any Unit Owner not to enforce, or any failure to enforce, any provision of this Section 26 and its attendant Subsections shall not be deemed to be a waiver of the Council's, the Association's or any Unit Owner's right subsequently to enforce that same or any other provision of this Section 26 and its attendant Subsections against the same Unit Owner or tenant against whom the provision was not enforced previously, or against any other Unit Owner or tenant.

(f) Enforcement and Costs.

It is acknowledged by the Unit Owners subject to this Declaration that, in the event of a violation of the provisions of Subsections (a) through (d) of this Section 26, the Council 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 enforcement action is taken shall remit to the Council, when invoiced, the attorney fees and other costs reasonably incurred by the Council in pursuing such enforcement, regardless of whether or not litigation is commenced or a judgment is obtained. The Council may petition to have an award of such fees and costs included in any adjudicating court's decree, and the Council shall be entitled to judgment in that sum."

27. First Conveyance of Units:

At the time of the first conveyance of each Unit following the recording of this Declaration in its original form, every mortgage and other lien of record affecting an entire Building or the entire Property or a greater portion thereof than the Unit being conveyed shall be paid and satisfied as record or the Unit being conveyed shall be released there from by partial release duly recorded.

28. Interpretation:

The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers hereof and shall not be deemed relevant in the interpretation of this Declaration.

This Declaration and the Code of Regulations shall, to all reasonable extent be deemed to be consistent with and supplementary to the provisions of the Act. Any conflict between this Declaration and the Code of Regulations, and the Act, shall be controlled by the provisions of the Act. Any conflict between this Declaration and the Code of Regulations shall, if not otherwise resolvable, be resolved in favor of this Declaration. The unconstitutionality, illegality, invalidity or non-conformance with the act of any provision of this Declaration or the Code shall not affect the remaining portions thereof which shall thereupon be deemed of continuing validity, force and effect. Any provisions of this Declaration or of the Code of Regulations which may not be directly or indirectly provided for or permitted by the Act, but which is not specifically prohibited by the Act, or by any other statute or rule of law, shall, if not enforceable under the Act, be deemed to be a contractual undertaking and obligation, voluntarily assumed, by each and every Unit Owner, as the entirety of Unit Owners may be constituted from time to time, and such contractual undertaking and obligation shall be in consideration of the said assumption by each and every other Unit Owner, and same may be enforced the Council in its own name or on behalf of anyone, more or all of the Unit Owners, or if the Council declines to act, by anyone or more Unit Owners in the same manner as any other contractual undertaking and obligation shall be in consideration of the said assumption by each and every other Unit Owner, and same may be enforced the Council in its own name or on behalf of any one, more or all of the Unit Owners, or if the Council declines to act, by any one or more Unit Owners in the same manner as any other contractual undertaking and obligation. No provision in this Declaration or the Code shall be deemed invalid, waived, abrogated or no longer enforceable by reason of the passage of time or of any failure to enforce same, irrespective of the length of time passed or the number of failures of enforcement of one or more of such provisions.

29. Designation by The Council of Nominee:

At any time and from time to time, the Council may designate a nominee to hold title to any property of any nature acquired by the Council, to undertake on behalf of the Council and in the name of the Council any actions which the Council may undertake in its own name and may so direct, and to carry out such functions as the Council may, from time to time determine.

30. Rule Against Perpetuities:

If any of this Declaration or the Code of Regulations would otherwise violate against perpetuities or any other rule, statute or law imposing time limits, such provision shall be deemed to remain in effect until the death of the last surviving member of the original Council as named in Paragraph 13 hereof, plus eighteen years thereafter.

31. Definition of Term "Declarant":

The term "Declarant" when used in this Declaration, or in the Code of Regulations, in relation to any obligation assumed by Declarant or in relation to any rights and privileges reserved to or retained by Declarant, shall be deemed to mean and include the Declarant, its successors and assigns, but shall not be deemed to include any successors and assigns who became such by purchasing a Unit or by otherwise becoming a Unit Owner through a purchaser of a Unit.

32. Effective Date:

This Declaration shall become effective when it, the Declaration Plan and the Code of Regulations, have been duly recorded.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed, the day and year first above written.

IN THE PRESENCE OF:

LINDEN GREEN LIMITED
PARTNERSHIP

By: GILPIN, VAN TRUMP AND
MONTGOMERY, INCORPORATED

General Partner
By: Vice President
Attest: Secretary

STATE OF DELAWARE)
 : SS
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this fifteenth day of September, A.D. 1991, personally appeared the Subscriber, a Notary Public for the State and County aforesaid, Vice President of Gilpin, Van Trump and Montgomery, Incorporated, General Partner of Linden Green Limited Partnership, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of partnership.

GIVEN under my hand and seal of office the day and year aforesaid.

Notary Public

EXHIBIT "A"

ALL that certain lot, piece or parcel of land with the improvements thereon erected, known as LINDEN GREEN APARTMENTS, Section One, situate in Mill Creek Hundred, New Castle County and State of Delaware, as shown on the Record Resubdivision Plan of LINDEN GREEN APARTMENTS Pike Creek Valley, as prepared by Howard L. Robertson, Civil Engineer, of Wilmington, Delaware, dated October 12, 1971, revised to February 4, 1972, and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Microfilm No. 1897, more particularly bounded and described in accordance with a recent survey of Howard L. Robertson, Civil Engineer of Wilmington, Delaware, as follows, to-wit:

BEGINNING at a point in the southwesterly side of Skyline Drive, at sixty feet wide, said point of beginning being distant South nineteen degrees, twenty minutes, no seconds West, sixty feet measured across Skyline Drive from the southeasterly end of a twenty feet radius intersection curve joining the northeasterly side of Skyline Drive with the southeasterly side of Loudoun Drive, at sixty feet wide, (Loudoun Drive and Skyline Drive being as shown on the Record Resubdivision Plan of LINDEN HILL VILLAGE IN PIKE CREEK VALLEY, Microfilm No. 1632); thence from said point of beginning in a southeasterly and easterly direction by the southwesterly and southerly side of Skyline Drive by a curve to the left having a radius of five hundred thirty-one and nine one-hundredths feet, an arc distance of two hundred sixty-eight and nine one-hundredths feet to a point of reverse curve of a curve to the right having a radius of four hundred seventy-one and nine one-hundredths feet; thence in an easterly direction still by the southerly side of Skyline Drive by said curve to the right, an arc distance of thirteen and thirteen one-hundredths feet to a point; thence by line of lands now or formerly of Linden Hill Service Co., the following three courses and distances: (1) South one degree, twelve minutes, six seconds East, ninety and one one-hundredths feet to a point; (2) South seventy-one degrees, forty-six minutes, eight seconds East, one hundred ten feet to a point; and (3) North eight degrees, forty-two minutes, thirty-one seconds West, one hundred thirty feet to a point in the aforementioned southerly side of Skyline Drive; thence thereby in an easterly direction by a curve to the right having a radius of four hundred seventy-one and nine one-hundredths feet, an arc distance of one hundred two and two one-hundredths feet to a point thence by the northwesterly side of the New Linden Hill Road, the following fifteen courses and distances: (1) South twenty-six degrees, eighteen minutes, fifteen seconds West, ninety-five feet to a point; (2) South sixty-three degrees, forty-one minutes, forty-five seconds East, thirty-five feet to a point; (3) North twenty-six degrees, eighteen minutes, fifteen seconds East, fifty and sixty-one one-hundredths feet to a point; (4) South eleven degrees, fifty-seven minutes, eight seconds East, fifty-four and twenty one-hundredths feet to a point; (5) South twenty--six fifteen minutes, fifteen minutes, fifty-seven seconds West, fifty feet to a point; (6) North degrees, sixty-three degrees, forty-four minutes, three seconds West, fifty feet to a point; (7) South eighty degrees, forty-three minutes, forty-three seconds West, forty-three and one one-hundredths feet to a point; (8) South fourteen degrees, twenty minutes, eight seconds East, forty-six and ten one-hundredths feet to a point; (9) South nineteen degrees, fifty-seven minutes, nine seconds West, eighty-nine and ninety-one one-hundredths feet to a point; (10) South forty-four degrees, fifty-seven minutes, forty-one seconds West, one hundred one and fifty-six one-hundredths feet to a point; (11) South forty degrees, forty-five minutes, twenty-six seconds West, two hundred forty-two and seventy-six one-hundredths feet to a point; (12) South thirty-three degrees, sixteen minutes, thirty-nine seconds West, one hundred forty-two and eighty-seven one-hundredths feet to a point; (13) South thirty degrees, thirty-four minutes, eight seconds West, one hundred seventy-eight and twenty-six one-hundredths feet to a point; (14) South twenty-five degrees, sixteen minutes, two seconds West, one hundred seventy-one and sixty one--hundredths feet to a point and (15) South forty-eight degrees, three minutes, fifty-six seconds West, one hundred fifty-one and thirty-three feet to a point in line of Pike Creek Golf Course thence thereby the following three courses end distances: (1) North thirteen degrees, forty-one minutes, forty-three seconds West, one hundred ninety-nine and ninety-one one-hundredths feet to a point; (2) North three degrees, no minutes, no seconds West, four hundred twenty-five feet to a point; and (3) North nineteen degrees, thirty minutes, no seconds West, two hundred fifty-two feet to a point; thence by line of lands designated as

Church Site on aforesaid Plan, the following two courses and distances: (1) North seventy degrees, thirty minutes, no seconds East, two hundred thirteen and one one-hundredths feet to a point; and (2) North nineteen degrees, twenty minutes, no seconds East, two hundred eleven and fifty-one one-hundredths feet to a point in the aforementioned southwesterly side of Skyline Drive; thence thereby South seventy degrees, forty minutes, no seconds East, eighty-two and forty-four one-hundredths feet to the place of Beginning. Containing within said metes and bounds 10.37 acres, be the same more or less.

SUBJECT to the Covenants set forth in a Declaration by Frank A. Robino, Inc., et al., corporations of the State of Delaware, dated July 22, 1971, and of record in the Office aforesaid, In Deed Record F, Volume 85, Page 985,

SUBJECT to the Agreement between Frank A. Robino, Inc., et al, and the Levy Court of New Castle County, dated February 5, 1965, of record in the Office aforesaid, in Deed Record P, Volume 74, Page 300.

SUBJECT to the Agreement between Luigi Fortunato, Inc., et al., Delaware Power and Light Company and Diamond State Telephone Company, dated April 7, 1965, of record in the Office aforesaid, in Deed Record X, Volume 74, Page 337.

SUBJECT to the Agreement between Linden Green Apartments, Section One, Inc., and Artesian Water Company, dated August 11, 1972, and of record in the Office aforesaid, in Deed Record R, Volume 86, Page 739.

BEING the same lands and premises which Linden Green Apartments, Section One, Inc., a corporation of the State of Delaware, by Deed dated March 30, 1973, of record in the Office aforesaid, in Deed Record N, Volume 87, Page 745, granted and conveyed unto Gilpin, Van Trump and Montgomery, Incorporated, and The Robino-Ladd Company, Linden Green Limited Partnership, a limited under the laws of the State of Delaware, in fee.

By Amendment to the Certificate of the limited partnership, dated February 14, 1975, and filed with the Office of the Secretary of State of the State of Delaware, on February 26, 1975, the name of the limited partnership aforesaid, was changed to Linden Green Limited Partnership.

LINDEN GREEN CONDOMINIUM
 PROPORTIONATE INTERESTS
SCHEDULE B

UNIT NOS.		PERCENTAGE
	Townhouses	
3230		.8627
3231		.8627
3232		.8627
3233		.8627
3234		.8627
3235		.8627
3236		.8627
3237		.8627
3238		.8627
3239		.8627
3240		.8627
3241		.8627
3242		.8627
3243		.8627
3245		.8627
2		1.1738
4		1.1738
6		1.1738
8		1.1738
10		1.1738
12		1.1738
14		1.1738
16		1.1738
5410		.8628
5412		1.1739
		24.3676
	Buildings Nos. 1 – 6	
A-1		.4080
A-2		.5452
A-3		.6175
A-4		.6105
A-5		.5452
B-1		.4132
B-2		.6105
B-3		.6263
B-4		.6193
B-5		.6105
B-6		.4132
C-1		.4132
C-2		.6105
C-3		.6263
C-4		.6193
C-5		.6105
C-6		.4132
D-1		.4132
D-2		.6105
D-3		.6263
D-4		.6193
D-5		.6105
D-6		.4132
		12.6054
	SUMMARY	
Townhouses		24.3676
Apartments-6 Buildings		75.6324
		100.0000



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Michael E. Kozikowski
New Castle Recorder MISC

TAX PARCEL NUMBERS:
08-042.20-033 and all "C" suffix variations thereof,
being all 163 units of Linden Green Condominium

THIS DOCUMENT PREPARED BY AND
RETURNABLE TO:
RICHARD E. FRANTA, ATTY.
1301 N. Harrison Street, Suite 102
Wilmington, DE 19806

CERTIFICATE OF AMENDMENT
OF
ENABLING DECLARATION
OF
LINDEN GREEN CONDOMINIUM

Made this 19th day of March, 2018, by the Council of LINDEN GREEN CONDOMINIUM, to memorialize the action of Unit Owners pursuant to Article II, Section 5 (b) of the Code of Regulations of Linden Green Condominium dated September 15, 1981, and of record at the Office of the Recorder of Deeds, aforesaid, in Deed Record E, Volume 116, Page 294 (said document as subsequently amended hereinafter referred to as the "Code of Regulations"), to amend the Enabling Declaration Establishing a Plan of Condominium Ownership for Linden Green Condominium, dated September 15, 1981, and of record at the Office of the Recorder of Deeds in and for New Castle County, Delaware, in deed Record E, Volume 116, Page 278,

The Enabling Declaration of Linden Green Condominium is, amended in the following respects:

FIRST: Section 26, entitled "Restrictions on the Sale, Transfer, Leasing and Occupancy of Units," is hereby amended by striking the Section, from its title through the end of Subsection (g) and replacing the stricken language with the following provisions:

"26. Statement of the Uses and Restrictions as to Each Unit. All present and future owners of Units at Linden Green Condominium, by acceptance of their deeds to said Units, and all Unit occupants, by their use and occupancy of the Units they occupy, are bound by the following restrictions on the use and occupancy of their respective Units.

(a) Leasing and Rental of Units. Notwithstanding anything in this Declaration or in the Code of Regulations to the contrary, Unit Owners shall have the right to lease Units subject to the conditions and limitations hereinafter set forth and as may be elaborated further in the Rules of Conduct.

(1) Subleasing and Non-Loan-Related Lease Assignments Prohibited. Subleasing of Units is prohibited and the assignment of leases of Units, other than by the Unit Owner to a mortgage lender, is prohibited.

(2) Limitation on Leasing and Rental of Units. Subject to the limitations and conditions hereinafter provided, no more than five (5) Apartment Units per Apartment Building, and no more than five (5) Townhouse Units, and a total of thirty-five (35) Units of any kind at Linden Green Condominium, regardless of Unit size or proportionate interest in the common elements of the condominium, shall be subject, at the same time, to a lease, a written or verbal rental agreement of any description, or to a tenancy or occupancy by persons *other than* the Unit Owner(s), as that term is hereinafter defined, the parent(s), spouse or child of the Unit Owner(s), or the spouse of a child of the Unit Owner. Except as expressly permitted by written decision of the Council, for purposes of this Section 26 (a) (2), no Unit owned by an entity, including but not limited to a corporation, limited liability company, partnership, limited partnership, trust or estate, shall be deemed to be occupied or occupiable by its owner. Upon the written application by an entity to the Council for a determination that the Unit it owns should be deemed to be owner-occupied because the sole reason for the entity ownership is a tax or estate planning strategy pursuant to which all of the owners of the entity, or said owner's spouse, parent(s), child, and/or the spouse of said owner's child as of the time of the application shall be the sole occupant(s) of the Unit, the Council shall consider the application and may, in its sole and absolute discretion, certify the Unit as being owner-occupied for purposes of this Section 26 (a) (2) for as long as the represented facts and circumstances are maintained, and subject to such conditions as the Council may impose in its sole and absolute discretion to assure that entity ownership is not manipulated to circumvent the limitation herein established. Units which are not owner occupied as hereinabove described, shall be referred to as "Rental Units." No Unit Owner shall enter into a Rental Agreement for a Unit unless said owner's Unit has received the Council's prior written certification that it is a "Permitted Rental Unit" in compliance with these provisions.

(3) The following Townhouse Units are Rental Units as of the date of recording of the Certificate evidencing this Amendment: 4 Sandybrae Ct., 6 Sandybrae Ct., 16 Sandybrae Ct., 3230 Fairway, 3231 Fairway, 3232 Fairway, 3239 Fairway, 3240 Fairway, and 5412 Valley Green. The following Apartment Units are Rental Units as of the date of recording of the Certificate evidencing this Amendment: 5414 A-1, 5414 A-2, 5414 A-4, 5414 B-1, 5414 B-2, 5414 C-3, 5414 D-1, 5414 D-2, 5416 A-5, 5416 B-5, 5416 C-5, 5416 C-6, 5416 D-5, 5418 A-5, 5418 B-5, 5418 B-6, 5418 D-4, 5418 D-6, 5420 A-2, 5420 A-4, 5420 B-1, 5420 C-1, 5420 D-1, 5420 D-2, 5422 B-2, 5422 B-3, 5422 B-4, 5422 C-3, 5422 D-4, 5424 A-5, 5424 C-5,

5424 C-6, 5424 D-6, 5426 B-6, 5426 C-3, 5426 C-6, 5426 D-6, 5428 B-3, 5428 B-4, 5328 C-1, 5428 C-2, 5428 D-1, 5428 D-2, 5421, A-5, 5421 C-6, 5421 D-5, 5423 A-1, 5423 A-2, 5423 B-2, 5423 B-3, 5423 C-1 5423 C-4, 5323 D-2, 5423 D-3, 5423 D-4, 5417 C-5, 5417 C-6, 5417 D-5, 5419 A-4, 5419 B-2, 5419 B-3, 5419 C-2, 5419 D-1, 5419 D-2, 5419 D-3, and 5419 D-4. These shall be referred to as "Existing Rental Units." The aforesaid Existing Rental Units shall be the initial Permitted Rental Units, subject to the remaining terms and conditions set forth herein. Until such time as the number of Permitted Rental Units falls below five (5) Apartment Units in each and all of the Apartment Buildings and five (5) Town House Units, and there is no waiting list of existing Unit Owners desiring to have their Units designated as Permitted Rental Units under Section 26 (a) (2), no Unit Owner or his/her agent shall market or sell a Unit to other than an individual or individuals who intend to own and occupy the Unit as his/her/their personal (but not necessarily principal) residence.

(4) No Unit Owner shall own, directly or indirectly, in trust, as a majority owner of an entity, or otherwise, a legal or a beneficial interest in more than two (2) Units of Linden Green Condominium at the same time, provided that this restriction does not require those Unit Owners who own more than two Units on the date of recordation of the Certificate of Amendment evidencing this Amendment to divest any of his/her/their/its Approved Rental Units.

(5) Except as expressly provided to the contrary in this Section 26 (a), a Permitted Rental Unit shall lose its status as such when and if the legal or beneficial ownership of the Permitted Rental Unit changes, voluntarily or involuntarily, by sale, gift, foreclosure, execution or otherwise, except for: (i) a conveyance between the Unit Owner and his/her spouse, (ii) a conveyance between the Unit Owner and his/her parent or lineal descendant and/or the spouse of such parent or lineal descendant; (iii) a conveyance between the Unit Owner and a trust where the beneficiaries are and remain solely the grantor and/or the grantor's spouse, parent, lineal descendant, or the spouse of such parent or lineal descendant; and (iv) a transfer by will or intestate succession. Permitted Rental Unit status for a Unit may be terminated by action of the Council if the Unit Owner becomes delinquent in the payment of periodic assessments (monthly condominium "dues") or other assessment (including a violation assessment under the Rules and Regulations of Linden Green Condominium) lawfully imposed by the Council on that Unit, in an aggregate of TWO THOUSAND and NO/100 (\$2,000.00) DOLLARS, and the delinquency is not cured within thirty (30) days after the Council's mailing written notification of said delinquency to the Unit Owner at the address of that Unit Owner on file with the Condominium Council or Management Office. Permitted Rental Unit status also may be terminated by action of Council if the Unit Owner violates provisions of this Declaration, the Code of Regulations or the Rules of Conduct of Linden Greene relating to the rental or leasing of Units and relating to mandatory lease provisions, or if the tenant occupying the Permitted Rental Unit or the Owner of such Unit is in material violation of the Rules of conduct of Linden Green Condominium, and such violation persists or remains

uncured for a period sixty (60) days after the Council's mailing of notification of the violation to both the Unit Owner and the tenant, or if the violation is repeated after the Council's mailing of notification of the violation to both the Unit Owner and the tenant. A Permitted Rental Unit shall lose its status as such by being unoccupied for a period of six months or by being occupied by the Unit Owner(s).

(6) At any time and to the extent that the number of Permitted Rental Units constitutes less than five (5) Apartment Units in each and every one of the six Apartment Buildings and less than five (5) Town House Units, and a total of less than 35 Units of any type at Linden Green Condominium, any Unit Owner may submit to the Council by delivery to the Association Secretary, a written request advising the Council that the Owner desires to add his Unit to a waiting list for acceptance as a Permitted Rental Unit. Written requests will be addressed by the Council in the order received by the Association Secretary. If a Unit Owner whose Unit is first on the Permitted Rental Unit waiting list and is current in its assessments is informed that the number of Permitted Rental Units has fallen below the cap established in Section 26 (a) (2) and referenced in the first sentence of this Subsection (a) (6), that Unit Owner may accept Permitted Rental Unit status for his/her/their Unit by delivering a written letter to that effect to the Association Secretary within seven (7) days of Council's notification and, thereafter, said Unit will be a Permitted Rental Unit until its status is terminated by either (i) the occurrence of a status-terminating act, circumstance or occurrence described in Subsection (5), above, or (ii) the Unit not becoming occupied by a renter or lessee unrelated to the Unit Owner by marriage or blood within six (6) months from the date of the Unit Owner's acceptance letter, provided that the Council may extend the 6-month period upon a showing by the Unit Owner that the Unit Owner has, for at least three months, engaged the services of a licensed rental agent to rent the Unit at commercially reasonable rent and on commercially reasonable terms. If a Unit Owner on the waiting list who has been offered Permitted Rental Unit status for his/her/their Unit does not accept that status for the Unit, or subsequently loses such status for failing to rent or lease the Unit as provided in this Subsection (a) (6), that Unit Owner's name will fall to the bottom of the waiting list. Positions on the waiting list cannot be transferred from one Unit Owner to another. If multiple written requests to be placed on the waiting list are received by the Secretary on the same day, preference will be afforded to the Unit Owner who has owned his/her/their Unit the longest time. As long as there is a waiting list or Unit Owners desiring to rent their units, no Unit may be marketed as a potential Rental Unit.

(7) Notwithstanding the above-recited limitations, upon the written petition of a Unit Owner stating the reasons for the owner's request, the Council shall have the power to grant temporary Permitted Rental Unit status, on such terms and conditions that the Council may impose in its sole and absolute discretion, but for no longer than two (2) years, to a Unit Owner who is forced to move from his/her Unit for a pre-determined period of more than six months but no more than two years for reasons outside said owner's reasonable control, such as a special job assignment, military deployment, or a temporary disability from which

the Unit Owner has a reasonable expectation of returning. To facilitate its consideration of such hardship petitions, the Council may require the petitioning Owner to appear in person at a meeting of the Council and/or produce whatever verification or evidence of the hardship condition that the Council determines in its sole and absolute discretion that it requires to act on the petitioning Owner's request. The Council shall provide the petitioning Owner with its written decision, including any conditions imposed on any granting of the petitioning Owner's request, within five (5) days after the Council's receipt of any requested verification or evidence or, if no such request was made by the Council, within fourteen (14) days after the Council meeting at which the petitioning owner's request was presented.

(8) Any Rental Agreement for a Unit which has not first been certified in writing by the Council as being a Permitted Rental Unit shall be void and subject to cancellation by Council. Any Unit Owner who enters into a Rental Agreement for a Unit which has not first been certified in writing by the Council as being a Permitted Rental Unit shall be subject to (i) a violation assessment by the Council against said Unit Owner and his/her Unit in the sum of ONE THOUSAND FIVE HUNDRED and NO/100 (\$1,500.00) DOLLARS, per month (or such other sum as the Council shall establish in the Rules of Conduct) for each calendar month, or any portion thereof, during which the Unit Owner remains in violation of these provisions (the purposes of the violation assessment including defraying the Council's expense of enforcing these provisions), which violation assessment shall be invoiced along with the Unit Owner's monthly common expense assessment, and shall be lienable and collectable by the Council in the same manner as monthly common expense assessments, and (ii) an action in equity by the Council on behalf of the Association for the cancellation of the Rental Agreement, and to enjoin that Unit Owner's continuing or future violation of the Declaration or Code of Regulations.

(b) Transient Rentals Prohibited; Written Leases Required. From the effective date of this amendment, all tenancies or rentals of Units shall be evidenced by a written lease containing the mandatory provisions prescribed in Section 26 (c), and having an initial term of no less than one (1) year. Each Unit owner shall enter into no more than one (1) Lease for any Permitted Rental Unit in any 12-month period without the prior written approval of the Council. In considering the application by the Owner of a Permitted Rental Unit for authorization to enter into a second Lease within a 12-month period, the Council may consider facts indicating that the prior Lease was terminated by operation of law or without collusion, negligence or fault on the part of the Unit Owner. One purpose of this Section is to reduce the security problems which would accompany any frequent turnover of tenants at the Condominium. Any Rental or Lease of a Unit in violation of this Subsection 26 (b), a prohibited sublease, or a lease assignment to other than a mortgage lender, shall be void and subject to cancellation by the Council. Any Unit Owner who enters into a Rental transaction in violation of the terms of this Section 26 (b), shall be subject to: (i) an immediate violation assessment by the Council

against said Unit Owner and that owner's Unit in the sum of ONE THOUSAND, FIVE HUNDRED (\$1,500.00) DOLLARS which shall be lienable and collectable by the Council in the same manner as monthly common expense assessments, the purpose of the assessment being to defray the Council's expense of enforcing these provisions, and (ii) an action in equity by the Council on behalf of the Association for the cancellation of the Rental Transaction, and to enjoin that Unit Owner's continuing or future violation of this Declaration or the Code of Regulations.

(c) Mandatory Lease Provisions. From the date of the recordation of the Certificate of Amendment placing this Amendment of public record, 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 subject to an Addendum in the form set forth as Exhibit ___ to this Declaration, which Addendum may be amended by the Council from time to time and incorporated into the Rules of Conduct of Linden Green Condominium without further amendment of this Declaration. In the event that any Unit Owner shall fail to attach to any rental agreement the Addendum as required, in addition to all other remedies available to the Council at law or in equity, for each such offense the Unit Owner who fails to cure the violation within fifteen (15) days following the sending of notice of the violation to the Unit Owner, shall be subject to a violation assessment in the amount of ONE THOUSAND, FIVE HUNDRED (\$1,500.00) DOLLARS or such other sum as may be prescribed in the Rules of Conduct of Linden Green Condominium, which violation assessment shall be lienable and collectable by the Council in the same manner as common expense assessments. The Council may, at its discretion, make copies of this Addendum available through the Management Office and/or on any website for Linden Green Condominium.

ADDENDUM

To Rental Agreement dated _____, 2____,
between _____,
"Landlord," and _____,
"Tenant," for the leasing or rental of Unit _____, Linden Green
Condominium. Anything contained in the Rental Agreement to the
contrary notwithstanding, Landlord and Tenant covenant and agree
that the referenced Rental Agreement shall be subject to the following
material provisions:

(1) Condominium Rules and Regulations. Tenant
acknowledges that the leased premise is a Unit in Linden Green
Condominium, a condominium community administered by an
executive board known as the "Council." Tenant acknowledges that
Unit ownership and occupancy are subject to the Rules of Conduct
(the "Rules"). Tenant acknowledges that Tenant has received a
photocopy of the Rules, has reviewed the Rules, and agrees to abide

by them. Tenant's violation of any of the provisions of Rules shall constitute a material breach of this Lease, which, if uncured within seven (7) days (or such longer minimum notice as may be required by the Delaware 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 summary proceeding for possession. Landlord and Tenant acknowledge that the Council shall have an independent right to enforce this Lease and institute a summary proceeding for possession 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, coupled with an interest, to assert in court Landlord's rights under this Lease when and if the Council shall elect to do so.

(2) Use and Occupancy of Leased Premises. Tenant covenants and agrees to use the leased premises solely for residential purposes. No one-bedroom Unit shall be occupied by more than two (2) individuals; no two-bedroom Unit shall be occupied by more than four (4) individuals; and no three-bedroom Unit shall be occupied by more than five (5) individuals. 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 advised of the names(s) of, and contact information for, all persons occupying the leased unit.

(3) Assignment of Rents. Landlord and Tenant acknowledge that, in the event that any common expense assessment, special assessment or violation assessment issued to the leased Unit shall not be fully paid by the Unit Owner for a period of sixty (60) days after the due date for such assessment, and for a period of thirty (30) days after the sending of written notice of the violation to the Unit Owner at said Unit Owner's address on record with the Council, Tenant shall remit its rent payments due under the rental agreement directly to the Council or its management agent in accordance with written notification and instructions to that effect delivered to Tenant by the Council or its management agent, and that the rent payments will continue to be made as directed in the notification until (i) the Unit Owner's assessment arrearage (together with any interest and late charges thereon) shall have been paid in full and (ii) Tenant has received written notification from the Council or its management agent that the Tenant may resume paying its rent to Landlord.

(4) Subleases Prohibited. The parties acknowledge that subleasing of Units at Linden Green Condominium is prohibited by

the Declaration, and any subleasing of the Leased Unit will constitute a material breach of this Lease.

**Sealed and Delivered
in the Presence of:**

Landlord:

Witness

(Seal)

Tenant:

Witness

(Seal)

(d) **Lease Enforcement by the Council.** The Council shall send to the Unit Owner by certified mail return receipt requested, at said Unit Owner's address on record with the Council or at said Unit Owner's last known address, a photocopy of all correspondence with the Unit Owner's tenant relating to the enforcement of any Rule or any rental agreement provision against the tenant. The 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 the 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 the Council advised in writing of actions taken by said Owner to secure the eviction of the tenant and, in the event that the Council, in its sole and absolute discretion, shall deem said actions to have been insufficient in effect or in promptness, the Council or its management agent may institute appropriate action against the tenant in the Council's and/or the Unit Owner's name and, the Unit Owner shall pay, when invoiced, the attorney fees and other costs reasonably incurred by or on behalf of the Council in said proceeding.

(e) **No Waiver.** Any election by the Council, the Association of Unit Owners or any Unit Owner not to enforce, or any failure to enforce, any provision of this Section 26 and its attendant Subsections shall not be deemed to be a waiver of the Council's, the Association's or any Unit Owner's right subsequently to enforce that same or any other provision of this Section 26 and its attendant Subsections against the same Unit Owner or tenant against whom the provision was not enforced previously, or against any other Unit Owner or tenant.

(f) **Enforcement and Costs.** It is acknowledged by the Unit Owners subject to this Declaration that, in the event of a violation of the provisions of Subsections (a) through (d) of this Section 26, the Council 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 enforcement action is taken shall remit to the Council, when invoiced, the

attorney fees and other costs reasonably incurred by the Council in pursuing such enforcement, regardless of whether or not litigation is commenced or a judgment is obtained. The Council may petition to have an award of such fees and costs included in any adjudicating court's decree, and the Council shall be entitled to judgment in that sum."

AS THUS AMENDED, the Code of Regulations of Linden Green Condominium shall remain in full force and effect.

IN WITNESS WHEREOF, the said Council of Linden Green Condominium hath caused its name by RICHARD L. CONNELL, its President, to be hereunto set, duly attested by its Secretary, the day and year first above written.

Sealed and Delivered
In the Presence of:

THE COUNCIL OF
LINDEN GREEN CONDOMINIUM

Richard L. Connell
Witness

By: Richard L. Connell
President

Attest: Gregory J. [Signature]
Secretary

CERTIFICATE

As required by Section 25 of the Declaration Establishing a Plan of Condominium Ownership for Linden Green Condominium, I, DENNIS LE PERE, do hereby certify: (i) that I am a member of the Council of Linden Green Condominium; (ii) that I was present at the tabulation of ballots submitted by the Unit Owners; and (iii) said Amendment was duly enacted in accordance with the provisions of the Code of Regulations of Linden Green Condominium.

Dennis Le Pere

STATE OF DELAWARE)
) SS:
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 19th day of March 2018, personally came before me, the Subscriber, a Notary Public of the State and County, aforesaid, RICHARD L. CONNELL President of the Council of Linden Green Condominium, a Condominium Council existing under the Delaware Unit Property Act, known personally to me to be such, and acknowledged this Indenture to be his act and deed as President of said Condominium Council, that the signature of the President is in his own proper handwriting, attested by the Council Secretary, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the said Condominium Council.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.



Richard E. Franta
Notary Public

My Commission Expires: _____

STATE OF DELAWARE)
) SS:
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 19th day of March, 2018, personally came before me, a Notary Public of the State and County, aforesaid, DENNIS LE PÈRE, a member of the Council of Linden Green Condominium, a Condominium Council existing under the Delaware Unit Property Act, party to this Indenture, known personally to me to be such, and acknowledged the Certificate attached to this Indenture to be his act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.



Richard E. Franta
Notary Public

My Commission Expires: _____