

**RESOLUTION OF THE COUNCIL MEMBERS OF
THE LINDEN GREEN CONDOMINIUM ASSOCIATION**

CAPITAL CONTRIBUTION ANNUAL RENTAL REGISTRATION

WHEREAS, pursuant to Article VI, Section 1, of the Code of Regulations the Council Members of the Association are charged with responsibility of collecting dues and fees from Unit Owners to offset expenses including the need to maintain, repair and make replacements to the Common Elements; and

NOW, THEREFORE, BE IT RESOLVED that, to Article VI, section 1 (b), of the Code of Regulations pursuant to Article VI, section 1(b) of the Code of Regulations, the Council establishes a \$1,000 "Capital Contribution" to be collected from the buyer(s) of any mid-rise condo or townhome. As for investors, when the rentals fall below the 21 percent, new investors will pay a \$2000 Capital Contribution. This fee will be collected at the time of purchase by the real estate attorney and forwarded to the Association along with the relevant ownership transfer documentation. The Capital Contribution will commence starting January 1, 2023;

BE IT FURTHER RESOLVED that, pursuant to Article VI, section 1(b), of the Code of Regulations the Council will implement to collect from each Rental Unit Owner an annual fee of \$200.00 per unit owned known as a "Rental Permit Fee". This fee will be assessed to the affected Unit Owner each year commencing on January 1, 2023;

BE IT FURTHER RESOLVED that a copy of this resolution shall be mailed and/or electronically delivered to all Unit Owners at their address of record, and that this Resolution of Council shall be in full force and in effect January 1, 2023, of its promulgation to the absent members pursuant to the procedures in the Code of Regulations on file with the New Castle County Recorder of Deeds.

This resolution was adopted by the Council Members on November 9, 2022, and shall be effective on January 1, 2023.

President: 
M. Leslee Coppage

ATTEST: Secretary 
Pamela Delack

**RESOLUTION
OF THE COUNCIL MEMBERS OF THE LINDEN GREEN
CONDOMINIUM ASSOCIATION**

MANDATORY PEST CONTROL TREATMENT

WHEREAS, pursuant to Article VII, Section 6, of the Code of Regulations the Council Members of the Association are charged with responsibility to enforce a safe environment free of nuisance from Unit Owners/Renters, including pest control issues in both the Common Elements and individually owned portions of the buildings;

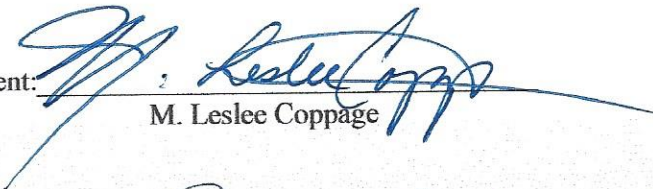
NOW, THEREFORE, BE IT RESOLVED that, pursuant to Article VII, Section 6 of the Code of Regulations, the Council establishes a mandatory Pest Control Program for condo units with the following requirements. Owners will hire their own professional extermination company for the entirety of 2023 and be required to turn in a quarterly proof of treatment to our Property Manager immediately upon service but no later than 15 days after the end of each calendar quarter (March, June, September, and December). Owners will have option to upload a copy of their paid invoice/receipt via the community website, via postal mail or hand deliver to the office collection box located on the B level of Building 5426. Owners are strongly encouraged to upload their quarterly treatment receipt using the website form. Any owner who does not submit their proof of service will be fined \$100 for that quarter. All fines will be posted to the owner's HOA statement and notified of the charge.

There will be ZERO forgiveness for failure to submit quarterly receipts/invoices.

BE IT FURTHER RESOLVED that a copy of this resolution shall be mailed and/or electronically delivered to all Unit Owners at their address of record, and that this Resolution of Council shall be in full force and in effect January 1, 2023, of its promulgation to the absent members pursuant to the procedures in the Code of Regulations on file with the New Castle County Recorder of Deeds.

This resolution was adopted by the Council Members on November 9, 2022, and shall become effective as of January 1, 2023.

President:


M. Leslee Coppage

ATTEST: Secretary


Pamela Delack

**Linden Green Condominium
2023 Parking Proposal
Addendum to 2013 Parking Policy**

This policy is being implemented to allow residents greater access to both the Mid-rise condos and townhouses as at least one vehicle will be able to park within 150 feet of the entrances to the building, regardless of the time of day when residents arrive home. We hope that this will increase both the level of safety and convenience for all of the residents of our community.

This parking policy supplements the text of item 15 found in the rules of Linden Green Condominium and is as follows:

Registration:

- a) All vehicles parked on Linden Green Property must be registered under the Unit Address with the Management Office and information updated when a change in residency or vehicle occurs. Required information collected will consist of Name, Unit, Vehicle, Make/Model/Color and License Plate Number.
- b) Each Unit is assigned one designated numbered parking space, regardless of Unit type (Mid-Rise Condominium or Townhouse or disabled driver status). Additional vehicles belonging to the Unit should be parked in the designated Guest Parking areas throughout the Community.
- c) Ownership of assigned parking spaces are automatically transferred to the new owner.
- d) Guest parking spaces are available on a first come, first serve basis.

Restrictions:


- a) Those spaces designated as "Handicapped" will remain for those Owners/Residents/Guests who require them and have a valid permanent license plate or temporary parking permit. Handicapped parking spaces are not assigned to any Unit owner and are on a first come first serve basis. Violations can be reported to the Property Manager or Council Member and vehicles will be ticketed or towed at the Owner's expense.
- b) No rental of unused parking spaces is permitted.
- c) No piggyback, double, overlapping or parallel parking is permitted.
- d) Temporary Storage Units (PODS), hitch trailers, etc. will be allowed on the premises for a maximum of five days and must be parked in the Unit Owner's assigned parking space.
- e) Boats, campers, RV's and trailers are not allowed to be parked or stored on Linden Green Property.
- f) Vehicles displaying any form of advertising, soliciting, company logo, etc. must cover the wording when parked on the Property overnight.

Enforcement:

- a) Vehicles parked in any other space than their assigned space should be resolved by contacting the Owner directly, if known and requesting the vehicle be moved immediately.
- b) If the Owner is unknown or cannot be located, the violation should be reported to the Property Manager or Council Member.
- c) If the vehicle belongs to an Owner/Resident, the Council reserves the right to have the vehicle towed at the Owner's expense without further notice
- d) Vehicles parked in a guest space on Linden Green Property with expired tags will have an orange warning sticker attached to the vehicle allowing the owner two days to update their registration. After two days, the vehicle will be towed at the owner's expense without further notice.
- e) Council encourages owners to notify Management or a Council Member when unauthorized, improperly parked, and non-working vehicles are parked in LGCA Guest spaces. The Vehicle will be tagged and towed within 48 hours if not in compliance.
- f) Owners are not permitted to switch their assigned parking space with another Unit Owner without written permission from each Unit Owner and the Council will have final approval.
- g) No vehicle belonging to a Unit Owner, Resident or Guest are permitted to park in such a manner as to deny ready access to any entrance to or exit from any Unit, Building or the Property.
- h) No Unit Owner, Resident or Guest shall use any parking area or any other area within the Property to repair, wash or service any automobile or other vehicle.

This policy has been adopted by the Council of Linden Green Condominium on April 11, 2023 and shall be effective on April 16, 2023.


Mary L. Coppage, President 4/16/23
Date


Frances Hackman, Vice President 4/16/23
Date


Pamela Delack, Secretary 4/16/23
Date

RESOLUTION

TO AMEND THE RESTATED ENABLING DECLARATION OF LINDEN GREEN CONDOMINIUM

BE IT RESOLVED that the Restated Declaration of Linden Green Condominium be, and hereby 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 (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: _____

_____ and _____. The following Apartment Units are Rental Units as of the date of recording of the Certificate evidencing this Amendment: _____

_____ and _____. 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 seven (7) Apartment Units in each and all of the Apartment Buildings and seven (7) 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 FOUR THOUSAND and NO/100 (\$4,000.00) 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."

Linden Green Condominiums

PARKING POLICY

This policy is being implemented to allow residents greater access to both the mid-rise condos and townhouses as at least one vehicle will be able to park within 150 feet of the entrance to the building, regardless of the time of day when residents arrive home. We hope that this will increase both the level of safety and convenience for all of the residents of our community.

This parking policy supplements the text of item #15 found in the “Rules of Linden Green Condominiums” and is follows:

1) ***Registration:***

- a) All vehicles must be registered with the Management Office and information updated when a change in residency or vehicle occurs. Required info collected will consist of: Name, Unit, Vehicle make/model/color and License Plate Number.
- b) New tenants to the community will be permitted to park in the Unit’s assigned space for up to 15 days after the start of their lease to allow them time to obtain a parking sticker.
- c) Owners will be required to provide Tenants with their parking sticker or direct them to the office to obtain a replacement before the end of the allotted grace period.
- d) Each Unit is entitled to one (1) designated numbered parking space, regardless of Unit type (Mid-rise Condo or Townhouse) or disabled driver status. Additional vehicles belonging to the in the Unit should be parked in the designated “Visitor Parking” areas throughout the community.
- e) Ownership of assigned parking spaces will be transferred to the new owner/resident.
- f) Each Unit will receive two assigned parking stickers of the same number, to be displayed in the top left corner of the vehicle windshield at all times. When changing vehicle ownership or when renting a vehicle, please also remember to move your parking sticker to the new vehicle.
- g) Replacement parking stickers may be obtained from the office at a cost of \$10.00/ea. This fee may be changed at the discretion of the Council as necessary with 60 days’ notice to Owners/Residents.
- h) “Unreserved” or “Visitor” parking spaces are available on a first come, first serve basis.
- i) A list of all assigned spaces will be maintained and made available for inspection for all Owners/Residents in the Management Office during normal business hours.

2) **Restrictions:**

- a) Those spaces designated as "Handicapped Spaces" will remain for those residents who require them and have a valid permanent license plate or temporary parking permit. Violations can be reported to the police and vehicles will be fined, ticketed or towed at the owner's expense at the discretion of the police.
- b) No rental of unused parking spaces is permitted.
- c) No piggyback, double, overlap or sideways parking will be permitted.
- d) Temporary storage units (PODS, hitch trailers, etc.) will be allowed on the premises for a maximum of 5 days and must be parked in the Unit Owner's assigned parking space.

3) **Enforcement:**

- a) Vehicles parked in any other space than the assigned parking space should be handled by first contacting the Owner directly, if known, and requesting the vehicle be moved immediately.
- b) If Owner is unknown or cannot be located, the violation should be reported to the police.
 - i) If the vehicle belongs to a Resident/Owner, the Council reserves the right to impose a fine of \$50 per occurrence and/or have the vehicle towed at the Owner's expense.
 - ii) If vehicles do not belong to a resident, the vehicle towed at the Owner's expense.
- c) Unregistered vehicles found to be parked in an assigned space on the premises will be subject to a fine of \$50 per day.

This policy has been adopted by the Council of Linden Green Condominiums on June 25, 2013 and shall become effective on September 1, 2013.

<u>Charlie Hammit</u> Council Member/Title	<u>President</u> Date <u>June 25, 2013</u>	<u>Al Kinn</u> Council Member/Title	<u>06/25/2013</u> Date
<u>Sydney Reader</u> Treasurer	<u>6/25/13</u>	<u>vice-president</u>	

RESOLUTION OF THE COUNCIL MEMBERS OF THE LINDEN GREEN CONDOMINIUM ASSOCIATION

DELINQUENCY ASSESSMENT, DELINQUENCY COLLECTION

WHEREAS, the Council Members of the Association are charged with the responsibility of collecting of condominium fees for common expenses from Unit Owners pursuant to Article VI, Section 4 of the Code of Regulations; and

WHEREAS Article VI, Section 2, (a) of the Code of Regulations states that the condominium fees shall be paid on the first day of each month. Failure to pay any condominium fees within (15) days of the due date shall constitute a default; and

WHEREAS, from time to time Unit Owners become delinquent in the payments of the their condominium fees and fail to respond to the demands from the Council and/or its managing agent to bring their accounts current; and

WHEREAS, Unit Owners defalcations constitute a hardship to the community as a whole and impede and impair the ability of Council to manage the affairs of the Association, and

WHEREAS, the Council deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of condominium fee revenue; and

WHEREAS the Council has retained the Association's attorney(s) to pursue all collection and other matters that the Council, acting through the Manager, may from time to time refer to them, and shall seek such legal advice as the Council may from time to time require;

NOW, THEREFORE, BE IT RESOLVED that pursuant to Article VI, Section 3. (b) of the Code of Regulations there is hereby levied upon any general monthly condominium fee (a "Monthly Fee") that is not paid in full within fifteen (15) days after the date which it was due (which amount and date shall not be deemed reduced or extended by any alleged defense, counterclaim, right of set-off or recumbent by any Unit Owner against whom the Monthly Fee was assessed a late fee in the amount of twenty-five dollars (\$25.00), to help defray expenses associated with the pursuit of delinquent accounts, and a monthly Finance charge of 1.5%, subject to any limitation imposed by law, accruing from the date when the Monthly Fee was first due and payable, which the Manager is authorized and directed to charge to and collect from any delinquent Unit Owner; and

BE IT FURTHER RESOLVED that, pursuant to Article VI, section 3.(b) of the Code of Regulations the Council has the authority to levy a late fee and finance charges for any Special Assessment duly passed by the Council and that is not paid in full on the date specified within the respective resolution. Both late fee and finance change amount and due date shall be stated within the notice of Special Assessment. The Manager is authorized and directed to charge to and collect same from any delinquent Unit Owner; and

BE IT FURTHER RESOLVED that, in the event that a Unit Owner payment of any Monthly Fee and/or Special Assessment with a dishonored personal check, the Council Treasurer may require payment by certified or cashier's check or money order for up to six (6) months following receipt of the first dishonored check and up to twelve (12) months following receipt of any subsequent dishonored check; and

BE IT FURTHER RESOLVED that the Manager is directed to send to any Unit Owner who is more than fifteen (15) days delinquent in the payment of Monthly Fees, Special Assessments, or other charges authorized by the Association's governing documents, (collectively, the "condominium Fees"), a written notice (hereinafter referred to as the "First Late Notice") of the late payment, the assessment of the late fee, and a request for immediate payment; and

BE IT FURTHER RESOLVED that the First Late Notice sent by the Manager to the delinquent Unit Owner shall also state that, unless the Unit Owner disputes the validity of the debt or any portion thereof within thirty (30) days after receipt of the notice, the debt will be assumed to be valid; and if the Unit Owner notifies the Manager in writing within that thirty-day period that the debt, or any portion thereof, is disputed and the basis therefore, the Manager will obtain verification of the debt (the account history) and a copy of such verification will be sent to the Unit Owner by the Manager; and

BE IT FURTHER RESOLVED that the Manager is directed to send to any Unit Owner who is more than forty-five (45) days delinquent in the payment of Condominium fees and late charges a written notice (Hereinafter referred to as the "Second Notice") advising the Unit Owner that, if the account is not paid in full within fifteen (15) days, Association may take any or all of the following actions: (i) placing a boot on and/or towing vehicle(s) of the Unit Owner or Unit occupant, members of their family, and visitors; (ii) report the delinquency to the appropriate credit bureaus; (iii) suspend any centrally supplied utility or services, (iv) post name and address delinquents, and (v) turn that matter over to the Association's attorney(s) for collection at the delinquent Unit Owner's expense (vi) not be able attend homeowners meetings or have voting privileges, including, but not limited to, a foreclosure action on any judgment obtained (if the Manager or Council deems foreclosure appropriate), without further notice; and

BE IT FURTHER RESOLVED that, if any person who resides in a Unit ("Unit Occupant") suffers from a medical condition that requires uninterrupted water, or other centrally supplied services ("Condition"), such Unit Occupant shall provide written notice to the Association and Manager of such Condition, substantiated by a letter from such Unit Occupant's personal physician, and shall pay a security deposit equal to the greater of one Monthly Fee or one month's water usage or both as determined by the Manager. Any Unit Occupant who fails to provide written notice of a Condition substantiated as provided above shall be prohibited, and the Owner and other occupants of such Unit and their family members shall be prohibited, from asserting any claim for interruption of utility and services as provided herein and shall be deemed to have released the Association and its agents and assignees from any liability related to interruption of utilities and services that result from the failure to provide notice, and the Unit Owner shall defend, indemnify and hold harmless the Council, the Manager and the Association, its agents and employees, from all and any of such claims; and

BE IT FURTHER RESOLVED that, if the Association refers a Unit Owner's delinquency in the payment of Condominium Fees to the Association's attorney for collection more than one time in any two (2) year period, (24 consecutive months), then Council shall have the right to accelerate the total amount of Condominium Fees due during the remainder of the fiscal year by instructing the Manager to send a notice of acceleration to the Unit Owner via certified mail, return receipt required, and the Unit Owner's failure to pay such total amount within thirty (30) days of such notice shall constitute a further default entitling Council to obtain a judgment against such Unit Owner including interest, court costs and legal fees and to seek foreclosure sale of the Unit on which such delinquency exists; and

BE IT FURTHER RESOLVED that the Manager is directed to consult with the Associations attorney(s) and turn over for collection immediately any account where the Unit Owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against a unit; and

BE IT FURTHER RESOLVED that, per Article VI, section 3. (a).(b), should any Condominium Fee remain unpaid for Sixty (60) days or more, the Council may suspend any centrally supplied utilities or services for the unit until payment in full or a payment agreement satisfactory to the Council has been agreed upon and accepted in writing by Association's attorney(s) or Manager; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to the Association's attorney(s) for collection:

1. All contacts with a delinquent Unit Owner shall be handled through the Association's attorney(s). Neither the Manager nor any Association officer or director shall discuss the collection of the account directly with a Unit Owner after it has been turned over to the Association's attorney(s) unless one of the Association's attorney(s) is present or has consented to the contact.
2. All sums collected through the attorney(s) on a delinquent account shall be remitted to the Association in care of the Association's attorney(s) until the account has been brought current.
3. The Association's attorney(s) legal fees shall be assessed against each delinquent Unit Owner (including but not limited to repeat offenders) when the account is turned over to the Association's attorney(s) are consulted with respect to the delinquency (regardless of whether a legal action is filed). All legal fees and costs incurred in connection with a delinquent account shall be assessed against the delinquent Unit Owner and shall be collectable as an assessment as provided in Article VI section 3, (a) of the Code of Regulations.
4. Where at the expiration of the period specified in the Association's attorney(s) demand letter, and account remains delinquent and without a payment plan, or in the event of a default under the terms of payment, the Association's attorney(s) are authorized to take such further action as they, in consultation with the Council President, believe to be in the best interest of the Association, including but not limited to:
 - a. Filing suit against delinquent Unit Owners to obtain a judgment for monies due pursuant to Article VI, Section 3 (a) of the Code of Regulations and recording said judgment as a lien against the unit.
 - b. Filing for a wage garnishment to satisfy the full amount of any debt to the Association.
 - c. Executing on real or personal property of the Unit Owner, including without limit, pursuing sale of household furnishings, motor vehicle, personal property, and other assets of the delinquent Unit Owner.
 - d. Seeking Sheriff's Sale of the Unit after notice to the Unit Owner's mortgage lender if any.
 - e. Filing a proof of claim in bankruptcy; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be mailed and/or delivered to all Unit Owners at their last know address, and that this resolution of Council shall be in full force and in effect May 31, 2009, of its promulgation to the absent members pursuant to the procedures in the Code of Regulations on file with the New Castle County Recorder of Deeds.

This resolution was adopted by the Council Members on February 23rd, 2009, and shall be effective on May 31, 2009.

President: Ronald R. Jones

ATTEST: Secretary Debbie Ann Shepherd

RESOLUTION OF THE COUNCIL MEMBERS OF THE LINDEN GREEN CONDOMINIUM ASSOCIATION

PET OWNERSHIP VERIFICATION

Per the Rules of Linden Green Condominium number 11

"A Unit Owner or tenant shall not be permitted to keep any animals or pets in the Unit, without prior written permission of the Council".

A Unit owner shall be permitted to keep an animal or pet in the unit ONLY pursuant to the provisions set forth below:

- a. One dog and/or one cat only;
- b. No dogs over 18" shoulder height, at full growth;
- c. Pets must be registered with the Council every January 1st to include; Owner's name, address, phone number, proof of vaccination, Delaware license, and description of pet(s) including photo of pet (s)
- d. Owners of pets must respect the right of others when caring for their animals including the following:
 1. Pets must be leashed;
 2. No pets loose in the hallways;
 3. Solid waste must be picked up immediately, placed in an air-tight container and disposed of in dumpster;
 4. No pets tied or loose on patios/balconies without owner in attendance;
 5. No food or water placed on common areas.
- e. All pet owners shall be considerate of others public hygiene and respect for their neighbors
- f. All pet owners shall accompany pet outside the unit.

The procedure set forth above shall be followed in connection with alleged violations of these rules.

Property Manager will send a notice to Unit Owner. A copy of this letter will be sent to the unit occupant if it is different than the Unit Owner containing the following:

- a. An outline of the violation;
- b. A demand that the violation be corrected in a period of not to exceed thirty (30) days;
- c. Notice that noncompliance after thirty days will result in an action for recovery of damages, including the cost of the Council's action necessary to correct or remedy any such failure as outline in the Code of Regulations and resolution; and
- d. The fining of the Unit owner of \$50.00 per week, per violation until corrected.

BE IT FURTHER RESOLVED that a copy of this resolution shall be mailed and/or delivered to all Unit Owners at their last know address, and that this resolution of Council shall be in full force and in effect May 31, 2009 of its promulgation to the absent members pursuant to the procedures in the Code of Regulations on file with the New Castle County Recorder of Deeds.

This resolution was adopted by the Council Members on February 23rd, 2009, and shall be effective on May 31, 2009.

President: Ronald R. Jones

ATTEST: Secretary Oliver Ann Shepherd

RESOLUTION OF THE COUNCIL MEMBERS OF THE LINDEN GREEN CONDOMINIUM ASSOCIATION

STANDARD FORM RENTAL AGREEMENT

RESTRICTIONS ON THE TRANSFER, LEASING AND OCCUPANCY OF UNITS

- I. Per the Enabling Declaration Establishing A Plan For Condominium ownership for Linden Green Condominium Section 26 (c)
 - (1) Prior to the commencement of such lease or right of lease or right of occupancy, the Unit Owner shall notify the Linden Green Board in writing of the name of the proposed tenant or occupant and the year of such lease or right.
 - (2) The lease or right of occupancy shall be upon such form as shall be approved by the Council. The Property Manager maintains a standard form lease agreement, which will be available to all Unit Owners.
 - (3) Any lease or other occupancy agreement, other than in the standard form maintained by the Property Manager, shall not become effective without the prior approval of the Council, and shall include inter alia
 - (a) Any lessee or sub-lessee shall be subject to this Declaration, the Code of Regulations, any resolutions and the Rules, and
 - (b) Shall provide that in the event of any failure by the lessee or occupant to comply there within, after such notice period as council from time to time may determine to be appropriate, that the Council may have the right to terminate such lease or right of occupancy, and to remove the said lessee or occupant from the Unit and from the Property, and that such rights of the Council may be enforced independently from the Property, and that such right of the Council may be enforced independently from and without the consent of the Unit Owner.
 - (4) If any Unit Owner is delinquent in the payment of any Common Expense and/or Assessment, then upon notice by Property Manager to the Unit Owner and tenant, all future rent or so much of the rent as Council deems needed to cure such delinquency or any future anticipated delinquency, shall be paid directly by the tenant to the Property Manager.
 - (5) A copy of said lease in fully executed form must be filed with the Property Manager. No such lease or right of occupancy can become effective prior to or without such filing. Such lease or right of occupancy having been completed cannot be thereafter amended, extended, assigned or otherwise altered, without the prior written consent of the Council.
- II. Unit owner must have each new Tenant fill out registration form, along with letter stating that they have received all by-laws, Rules and Regulations and any regulations, before tenant can move in.
- III. The procedure set forth above shall be followed in connection with alleged violations of these rules.
- IV. Property Manager will send a notice to Unit Owner and also a copy of this letter will be sent to the unit occupant if it is different than the Unit Owner containing the following:
 - a. An outline of the violation;
 - b. A demand that the violation be corrected in a period of not to exceed thirty (30) days;

- c. Notice that noncompliance after thirty days will result in an action for recovery of damages, including the cost of the Council's action necessary to correct or remedy any such failure as outlined in the Code of Regulations and resolution; and
- d. The fining of the Unit owner of \$50.00 per week, per violation until corrected.

BE IT FURTHER RESOLVED that a copy of this resolution shall be mailed and/or delivered to all Unit Owners at their last know address, and that this resolution of Council shall be in full force and in effect May 31, 2009, of its promulgation to the absent members pursuant to the procedures in the Code of Regulations on file with the New Castle County Recorder of Deeds.

This resolution was adopted by the Council Members on February 23rd, 2009, and shall be effective on May 31, 2009.

President: Ronald R. Jones

ATTEST: Secretary Ollive Ann Shepherd

LINDEN GREEN CONDOMINIUMS RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on _____ between _____ herein referred to as Lessor, and _____ herein referred to as Lessee. Lessor leases to Lessee the premises situated at _____ County of New Castle, State of Delaware together with all appurtenances, for a term of one year, to commence on _____, and to end on _____.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of _____ (\$ _____) per month in advance of the first day of each calendar month beginning on _____, at _____, or at such other place as Lessor may designate.
2. **Fees.** Lessee agrees to pay a \$30.00 fee for each returned rent payment. Lessee agrees to pay a \$30.00 late fee if the rent payment is received after the fifth (5th) day of the month. Should rent payment is returned for insufficient funds and is not immediately made good the privilege of paying by check will be terminated. When the privilege is terminated, all future rent payments must be in the form of a money order or certified funds. The occurrence of two (2) returned and/or late rent payments will be grounds for non-renewal of Lease.
3. **Eviction.** If the rent called for hereof has not been paid by the 10th of the due month, then the Lessor shall automatically and immediately have the right to take out a Dispossessory Warrant and have Lessee, family and possessions, evicted from the premises.
4. **Security Deposit.** On execution of this Lease, Lessee deposits with Lessor an amount equal to one month's rent _____ (\$ _____), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, and deposited in a federally insured banking institution. The Security Deposit will be returned to Lessee, without interest, within twenty (20) days after the expiration or termination of the Lease on the full and faithful performance of the terms of this Lease by Lessee. Security Deposit will be returned less deductions, as permitted by the Delaware Residential Landlord-Tenant Code, for such things as returned check fees, late fees, premises keys not returned or lost, rents due for premature termination or abandonment of this Lease by the Lessee, damages caused to the premises, and reimbursement for all reasonable expenses occurred in renovating and rerenting the premises caused by the premature termination of the Lease by the Lessee.
5. **Possession.** Should there be a delay in the delivery of possession by the Lessor, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term Lessee may void this Lease and receive a full refund of all deposits. Lessee shall not be liable for damages for delay in possession.
6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.
7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this Lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of the Lease.
8. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than _____ persons, consisting of _____ adults and _____ children under the age of _____ years, without the written consent of Lessor.

9. Condition of Premises. Lessee stipulates that he/she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, safe, clean, and tenantable condition except as otherwise stated in writing to the Lessor per the attached "Property Condition Report".

10. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this Lease.

11. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this Lease.

12. Appliances. Lessee agrees to use all such equipment as furnished by Lessor in accordance with the manufacturers specifications and/or recommendations and the Landlord-Tenant Code. Lessee is fully responsible for damage to appliances caused by Lessee's misuse or negligence.

13. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his/her employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Leased premises may have been untenable; but, if the Leased premises should be damaged other than by Lessee's negligence or willful act or that of his/her employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage. Lessee shall not keep a waterbed without Lessor approval.

14. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

15. Utilities. Lessee shall be responsible for arranging for and paying for all utility services and charges required on the premises, except for the following which will be paid by the Lessor: basic cable, hot water, heat, trash removal and sewer. (select appropriate services)

16. Right of Inspection. Lessor and his/her agent shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

17. Maintenance and Repair. Lessee will, at his/her sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the heating/ventilation/air conditioning unit(s) clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his/her sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his/her employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his/her employee, family, agent, or visitor, shall be the responsibility of Lessor or his/her assigns. Expenses or damage caused by stoppage of waste pipes or overflow of bathtubs, toilets, or washbasins caused by Lessee's conduct shall be the Lessee's responsibility. Lessee will notify Lessor of such maintenance and repair in writing. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his/her direction without the prior written consent of the Lessor.

18. Emergency Repair. Emergency service calls must be reported to the Lessor immediately. If the Lessee requests the emergency service and the Lessor determines that the requested service was not an emergency the Lessee will be responsible for the full amount of any charges for such service.

19. Animals. Lessee shall keep no domestic or other animals on or about the leased premises without prior written permission from the Property Manager.

Property Manager review and approval initials dated: _____

20. Displaying of Signs. During the last 60 days of this Lease, Lessor or his/her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants. Lessee will be provided with a 24-hour notice of a showing date and time.

21. Subordination of Lease. This Lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

22. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

23. Keys. Lessor shall provide Lessee with keys to the property. If Lessee does not return the keys at the expiration of the Lease, or changes the locks, then the Lessee will be charged for the actual costs and a \$25.00 fee for the locks to be changed or re-keyed.

24. Termination. This Lease may be terminated at the expiration of the lease term by giving the other party at least sixty (60) days written notice prior to the termination of the Lease. If Lessee wrongfully terminated this Lease prior to the natural expiration of Lease, Lessor will pursue all available legal remedies to recover. The failure of Lessee or guests to comply with any term of this Lease is grounds for termination, with appropriate notice.

25. Early Termination. Lessor may terminate this Lease before expiration of the original term by (a) giving a sixty (60) day written notice, which sixty day period shall begin on the first day of the month following the day of the actual written notice; (b) paying all rents, fees and penalties due through date of termination and (c) paying an amount equal to one month's rent.

26. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this Lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 60 days' written notice served by either Lessor or Lessee on the other party, which sixty day period shall begin on the first day of the month following the day of the actual written notice.

27. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the Lease, at the option of the Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons there from. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within 5 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

28. Abandonment. If at any time during the term of this Lease Lessee abandons the demised premises or any part thereof, Lessor may, at his/her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his/her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or

any part of the then expired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the expired term, if this Lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

29. Diplomatic Clause. Lessor has the right to terminate this Lease with Lessee by notifying Lessee in writing, ninety (90) days in advance of the Lessor intentions to re-occupy the residence as the Lessor personal residence, or upon offering the property for sale due to a reassignment to another location by the Lessor employee.

30. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease. No oral statements and/or agreements shall be binding. It is the intention of all parties here in that if any party of this Lease is invalid, for any reason, such invalidity shall not void the remainder of the Lease.

31. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

32. Lead Paint Disclosure. "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase." Lessor has no knowledge, reports or records of lead-based paint and/or lead-based paint hazards at the premises.

33. Notices. Lessee agrees to send Lessor all notices required by this Lease in writing and shall be delivered by registered or certified mail or by email.

34. Property Loss. Lessor shall not be liable for damages to Lessee property of any type for any reason or cause whatsoever, where such is due to Lessor gross negligence. Lessee acknowledges that he/she is responsible for obtaining any desired insurance for fire, theft, liability, etc on personal possessions, family, visitor, guest and etc.

35. Insurance. Lessor is not responsible for any loss or damage to property owned by Lessee or guests unless resulting from Lessor intentional or negligent acts. Lessee is responsible to purchase renter's insurance for fire, extended coverage, and liability to cover accidental injury and damage or loss of personal property due to fire, theft and other similar events.

36. Indemnification. Lessee releases Lessor from liability for and agrees to indemnify Lessor against losses incurred by Lessee as a result of (a) Lessee failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about residence or premises to the Lessee invitees or licensees or such person's property; (c) Lessee failure to comply with any requirements imposed by any governmental authority or agency; (d) judgment, lien, or other encumbrance filed against Lessee as a result of Lessee action.

37. Liens. Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the premises, and shall keep the premises free from any liens caused by Lessee failure to meet Lessee obligations.

38. **Attachments.** Lessee is provided with a copy of "State of Delaware Landlord-Tenant Code", a copy of "Property Condition Report" and a copy of "Notice of Insufficient Funds".

39. **Disclosures.** Lessee acknowledges that the Lessor has made the following disclosures:
 Disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards
 Radon Gas Disclosure

40. **Property Manager.** The property manager for Linden Green Condominium is:

LINDEN GREEN CONDOMINIUMS
P O BOX 398
HOCKESSIN DE 19707

41. **Read this entire Lease.** Lessee has read all the stipulations contained in the Lease, agrees to comply and has received a copy thereof.

42. **Notice:** State law establishes rights and obligations for parties to rental agreements. This Lease is required to comply with the Truth in Renting Act or the applicable State Landlord Tenant Statute. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

Lessor _____ Date _____

Lessor _____ Date _____

Lessee _____ Date _____

Lessee _____ Date _____