

DELANCEY COURT CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Revised 15 January 2024

The Delancey Court Condominium Association Executive Board was requested to update the current Rules and Regulations for the Association.

1. Due to the lack of consequences should a rule or regulation, provision of the by-laws, or provision of the Declaration be broken, the Executive Board has developed the following strategy:
 - Delancey Court Condominium Association Executive Board or Property Manager will send a letter (registered) by mail to the Unit Owner as notification describing the infraction or violation and advise what action the Executive Board request be taken. Unit Owners will have no more than 30 days to respond and/or comply.
 - If there is no satisfactory response or remedy, the Unit Owner will be assessed a \$50.00 fine and sent a second letter (registered) by mail providing fourteen 14 days to comply.
 - If there is no satisfactory response or remedy within fourteen days 14 days, the Unit Owner will be assessed a \$100.00 fine and sent a third letter (registered) by mail providing 14 days to comply.
 - The fines will continue to increase and letters sent until the Unit Owner complies and remedies the issue, the Property Manager will place financial fines against the unit (see attachment A).
2. Past practices. As of the publication of these revised Rules and Regulations, past practices will no longer be considered.

The Executive Board feels these Rules and Regulations will allow for fair treatment for each Unit Owner and residents (in the case of leases). Remember that we share responsibility as Unit Owners. Rules will enable us to maintain and enhance our homes and shared landscaping.

We have tried to make the rules clear and concise. We hope you do not find “crime and punishment” in these rules but rather a common set of standards we can all abide by and build upon.



RULES AND REGULATIONS

Antennas

Satellite dishes or TV/radio antennas are allowed only within the boundaries of a unit including the courtyard. They shall not be attached to a building, garage, fence, or deck. They shall not be visible from outside the property. If an owner causes property damage as a result of installation they will pay the Association for the amount necessary to correct the damages.

Dues

Dues and penalty amounts will be determined during the annual meeting. Dues are collected on the first of the month. Failure to pay dues by the 15th of the month will result in a late fee. In addition, failure to pay dues/late fees may result in the Executive Board filing civil suit for unpaid dues and penalties.

Exterior Decorations

Only the following are permitted on the front of the unit: wreath, door mat, porch chair, flowerpots, and American wall flag. All other objects are not allowed.

The Executive Board will provide Christmas lights on the bushes and trees at the entrance to the complex.

Heaters and Outdoor Grills

The use of kerosene or propane space heaters are prohibited. Open flame liquid petroleum (LP) gas (i.e. propane) grills/appliances may be used in the courtyard on a nonflammable surface. These grills/appliances may not be used inside garages or on decks. Other fire generating (i.e. wood, charcoal, etc.) appliances, receptacles, pits are prohibited within the association.

Garage Sales

Individual garage sales are not allowed. Community wide garage sales may be held once in the spring and in the fall. They require a 30-day notice be given to the Property Manager.

Interior/Exterior Changes

Planned architectural and structural changes must be submitted to the Property

Manager to track, advise, and present to the Executive Board for final review/approval prior to beginning construction. The Executive Board maintains a listing of approved exterior colors and stylings (i.e. lights, trims, storm doors, etc.).

Insurance

The Association will maintain catastrophic insurance. Unit Owners will be responsible for maintaining Unit Owners' insurance and deductible.

Landscaping

Landscaping belongs to the Association.

Exception: Unit Owner or residents (in the case of leases) may plant annuals at the appropriate time within the flower beds. Perennials, bulbs, and bushes require a request to the Landscaping Committee and approval by the Executive Board.

Leases

No more than six units will be leased at any given time. The Property Manager will maintain a list of rental units and will track, advise, and present requests for rental to the Executive Board for permission prior to leasing your property. The term of the lease must be 180 or more days. You must submit a copy of the written lease within 10 days after execution. Copies of current renewals or extensions must be submitted to the Property Manager.

Parking

Vehicles are restricted to passenger cars, SUV's, and trucks rated at 1 ton or less. The parking of recreational and commercial vehicles is prohibited. All vehicles must show current registration and inspection stickers. Unit Owners or residents (in the case of leases) are to park in their garages. Overflow parking is available at the entrance and rear of the property. These are not long-term parking solutions. Parking within 20 feet (240 inches) from any garage, building, interior courtyard edge or curb is strictly prohibited at all times (examples photo illustration have been provided as an attachment). The Executive Board has the authority to enforce these rules and have vehicles tagged and/or towed. This includes the parking of over-sized vehicles.

Additionally, in the case of in-climate weather (in particular snow) Unit Owners and residents are directed to park in the rear of the property to allow for snow removal. Garage doors must be fully closed at night and when not in use. Do not store food items in your garage unless in closed containers.

Pets

All pets must be domestic house pets (not commercial). Dogs must weigh 75 pounds or less. Pets must be on a leash and walked on the perimeter of the property. Pet owners are responsible for immediately cleaning up after their pet.

Participation in feral cats or on-site wildlife programs, to include feeding, is not allowed.

Responsibilities for Repairs

The Association is responsible for the maintenance, repair, and replacement of the Common Elements. Any Limited Common Elements maintenance will be paid for by assessing the units involved.

The Executive Board is developing a comprehensive list of Common Elements to be available by Annual Meeting 2023.

The individual Unit Owner is responsible for the maintenance, repair, and replacement in their unit. This includes the courtyard and the garages.

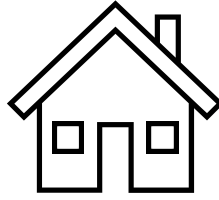
Trash

Trash must be in a trash container/can or secured in an appropriate receptacle/bag to prevent from being dispersed and/or rodents. Trash pickup can vary, so a reasonable time period for putting trash out should be followed, sometime after 6:00 pm. evening prior and retrieve empty containers within 12hrs from trash pickup.

Unauthorized Expenditures

The Executive Board or those who have been delegated authority by the Executive Board are the only Members of the Association who are able commit and obligate the Association. Unauthorized commitments without coordination in advance will not be considered.

If you'd like to take responsibility and seek reimbursement for an expense that the Executive Board determines is in fact the responsibility of the Association; the individual must submit in writing to the Property Manager prior to incurring the expense.



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Attachment A

Revised 15 January 2024

Dues

Dues are collected on the first of the month. Failure to pay dues by the 15th of the month will result in a late fee of **\$25.00**. In addition, failure to pay dues/late fees/fines may result in the Executive Board or Property Manager filing civil suit for unpaid dues and penalties.

Violations and Fines (based on Violations of all Governing Documents)

Any Violations of the Rules and Regulations, By-Laws, and/or Declaration set forth shall result in the following:

1. Initial offense – verbal and/or written warning giving 30 days to remedy the violation via a (registered) letter mailed to the Unit Owner.
2. If the violation is not resolved within 30 days from the initial offense letter, a fine of \$50.00 will be assessed and a second (registered) letter sent.
3. If the violation is not resolved within 14 days from the date of the second letter, a fine of \$100.00 will be assessed and a third (registered) letter sent.
4. If the violation is not resolved within 14 days from the date of the third letter, a fine of \$150.00 will be assessed and the Executive Board will determine if civil action is necessary.

All fines are due (or postmarked if sent by mail) within 14 days of the certified letter date. Fines will double after 14 days. Failure to pay fines on time will result in an accumulation of fines and may result in civil action.

Repeat offenses and/or violation of these governing documents may result in a waiver of rights to the procedures outlined above. The Executive Board reserves the right to fine Unit Owners accordingly to their violations.





A minimum distance of 20 ft (240 inches) from interior courtyard curbs **MUST** be maintained at **ALL** times.