

PREPARED BY AND RETURN TO:
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RULES OF BURNBRAE CONDOMINIUMS & TOWNHOMES

The terms herein shall have the meanings ascribed thereto in the Declaration and Code of Regulations relating to the Property known as Burn Brae Condominium Association, which property has heretofore been submitted to the Delaware Unit Property Act, Title 25, Chapter 22 of the Delaware Code of 1975, as amended. These Rules shall govern the details of the use and operation of the Property. All present and future owners, mortgages, lessees and occupants of the Units and of the Common Elements, and their agents, employees and invitees and any other person or entity who or which may use the facilities of the Property are subject to and bound by these Rules and all amendments thereto.

1. All Terms and words used herein shall have the same meaning as given those terms or words by the definitions thereof set forth in the Burn Brae Condominium Association Declaration and Code of Regulations.
2. The Units and the various parts of the Commons Elements shall be used solely for their respective intended purposes.
3. The sidewalks, entrance bridges, walkways, entrances, passages hallways, corridors and exterior stairways providing access to or situate within the Buildings shall not be obstructed or used for any other purpose than ingress to and egress from the Buildings and the Units in said Buildings.
4. No article or objects shall be placed or stored or permitted to stand (including bicycles, carriages or similar vehicles) in any of the hallways of the Buildings. Nothing shall be hung or shaken from the doors, windows or balconies, patios, porches or placed upon the window-sills of the Buildings including hanging plants, etc. Wooden post only.
5. A flag may be hung displaying seasonal, holiday, State or National Insignia (American Flag, State Flag etc.) are permitted Only. The Council reserves the right to remove any flag if found to be distasteful or not meeting the specified requirements. All Flags must be hung from a pole and must be affixed to the patio post by bracket only.
6. No bicycles, motorcycles, carriages or similar vehicles of any type may be parked or stored outside the Units Common Elements or Common

- Property, nor any items such as sleds, mops, brooms, and clothes etc.
7. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand unattended in any portion of the Common Elements or Common Property.
 8. Children shall not play in the hallways of the Building, nor upon any porch or patio area, exterior parking areas, bridges, tennis courts stairways or walkways.
 9. No hallways shall be decorated or furnished by an Unit Owner in any manner.
 10. Each Unit Owner shall keep his Unit and any balcony or patio or porch to which he has sole access in a good state of preservation and cleanliness, and no Unit Owner shall sweep or throw or permit to be swept or thrown any dirt or other substance from any Building, or from the doors, windows or balconies thereof.
 11. Patio furniture permitted. Protective coverings designed specifically for furniture only. Patio Furniture may not be stacked or stored outside units.
 12. Barbecues allowed only on OPEN patios/balconies. Barbecues must be placed four (4) feet from the building or the outside perimeter of the balconies. All barbecues must be attended at all times when in use.
 13. Roll up blinds (wood tone only) permitted for balcony areas only.
 14. No modifications to any part of common or limited common area without Council permission.
 15. No shades, venetian blinds, awnings or window guards shall be used in or about any Unit except such as shall have been approved in writing by the Council, which approval may be granted or refused in the sole discretion of the Council. All curtains, drapes and blinds shall be lined white facing the exterior thereof, or such other color as Council may from time to time approve.
 16. All Front doors installed including storm doors about any Unit except such as shall have been approved in writing by the Council, which approval may be granted or refused in the sole discretion of the Council. All front doors and storm doors shall be colored white. If any such door shall become discolored or weathered, the Unit Owner shall have it painted in a good and workmanlike manner in the standard color "white" selected by the Council. If the Unit Owner shall fail to keep any such door in good order, appearance, repair, and properly painted, the Council, in its discretion, may remove or repair such a door and charge the cost thereof to the Unit Owner.

17. Any replacements of windows or exterior doors shall be the same or substantially the same as existed prior to such replacement. All doors and windows must be approved in writing by Council.
18. No awning, radio or television aerial or any other exterior attachment shall be attached to or hung from the exterior of any Building, and no sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Council, which approval may be granted or refused in the sole discretion of the Council.
19. No ventilator, dehumidifier, humidifier or air conditioning device shall be installed in any Unit without the prior written approval of the Council as the type, location and manner of installation of such device, which approval may be granted or refused in the sole discretion of Council. No Unit Owner shall permit any such device to leak condensation or to make any noise which may unreasonable disturb or interfere with the rights, comforts or conveniences of any other occupants of Burn Brae Condominium Association. If any such device shall become rusty or discolored, the Unit Owner shall have it painted in a good and workmanlike manner in the standard color selected by the Council. If the Unit Owner shall fail to keep any such device in good order and repair, and properly painted, the Council, in its discretion, may remove such device and charge the cost thereof the Unit Owner, and the device shall not be replaced until it has been put in proper condition.
20. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulation, requirements or recommendation of all public authorities having jurisdiction and of all insurers issuing fire insurance coverage over any portion of the Property, and any Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit owner's Unit.
21. No Unit Owner shall make or permit any disturbing noises or do or permit anything to be done on the Property which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate phonograph, radio, CD player, tape player or television set or other type amplification equipment in such Owner's Unit at any time, if the same shall be done in a manner which does disturb or annoy other occupants of Burn Brae Condominium Association. No Unit Owner shall practice or suffer to be practiced either vocal or instrumental music which will interfere with the rights, comforts or conveniences of other Unit Owners, and in no event between the hours of 10:00 p.m. and the following 10:00 a.m., nor for more than two hours in any day.
22. A Unit Owner shall, subject to all rules and regulations as may, from time to time, be promulgated by council, be permitted to keep ambulatory animal pets. Otherwise no bird, reptile or animal of any other sort shall be permitted, kept or harbored upon the Property

unless the same in each instance, be expressly permitted in writing by the Council or Owner, and such consent, if given, shall be revocable by the Council at any time in its sole discretion. All animals shall be walked on a leash only in those areas of the Property which the Council may, from time to time designate for the purpose. Each Unit Owner maintaining an animal shall be responsible for removing all dirt created by said animal immediately. If any Unit Owner fails to do so, the Council may do so and charge the cost thereof to each Unit Owner whose animal created such dirt, said charge to be collectible as a special assessment against each such responsible Unit Owner. Pit Bulls are banned from Burn Brae.

23. After a 48 hour written notice is issued and no response has been received, the Council or its duly authorized agent may enter any Unit at any reasonable hour for the purpose of inspecting such Unit for the presence of any vermin, insect or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insect or other pests.
24. No vehicle belonging to a Unit Owner, Tenant, or their guests shall be parked in such manner as to impede or deny ready access to any entrance to or exit from the Property. Any such vehicles will be towed at Owners expense and with liability caused for damage caused to the moved vehicles.
25. No Unit Owner or other occupant shall use any parking area or any other area within the Property to repair, tune, or mechanically service any automobile or other vehicle.
26. Vehicle washing, waxing and polishing are permitted in parking areas only (not in grass, or wooded areas).
27. No Unit Owner shall make or permit any disturbing noises or do or permit anything to be done in or about the property of Motor Vehicles which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play or operate, or permit to be played or operated, a radio, CD player, tape player or other type of amplification equipment in such Owner's Motor Vehicle at any time, if the same shall be done in a manner which disturbs or annoys other occupants of the Condominium.
28. No garbage cans, trash receptacles or other undesirable articles shall be placed in the hallways, corridors, entrance, bridges, walkways, porches, patios, entrances or exterior stairways.
29. Garbage and any other refuse shall be kept in covered container, out of sight within the Unit. Refuse to be carried in a water-tight PLASTIC bag to be deposited IN the dumpster.
30. Cartons and boxes must be flattened, tied or taped together before being placed in dumpster.
31. Furniture, old appliances, and other large items are not to be put in or next to dumpsters. Owners or tenants must make disposal

arrangements with Burn Brae Property Management. complaints should be called into Management with offenders name, Unit #, or License # as soon as possible.

32. No person, without the written consent of the Council, shall at any time or for any reason whatsoever, enter upon the roof of any Building.
33. No balcony or patio shall be enclosed, decorated, landscaped or covered by any awning or otherwise without the written consent of the Council, which consent may be granted or refused in the sole discretion of the Council.
34. No Unit Owner shall permit any inflammable, combustible or explosive fluid, material, chemical or substances to be stored within his Unit, except for normal household use.
35. If any key or keys are entrusted by a Unit Owner or other Occupant of the Property to an employee of the Council, whether for such Unit Owner's Unit or otherwise, the acceptance of the key shall be at the sole risk of such Unit Owner and the Council shall not be liable for injury, loss or damage to persons or property of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith.
36. Traffic regulations promulgated by the Council and by the State of Delaware shall be strictly observed.
37. Any complaints regarding the maintenance and condition of the Common Elements or regarding the actions of the Council or its officers, agents, employees or independent contractors, or of the actions of any other Unit Owner or the members of his family, his guests, employees or independent contractors, shall be in writing to the Council and the Council shall be permitted (except in emergencies) a reasonable time in which to study and act upon the complaint prior to any other action being taken.
38. Damage to any portion of the Property caused by minor children of a Unit Owner of a Unit, or by the guests, invitees, visitors and licensees of a Unit Owner or Tenant of a Unit shall be repaired at the expense of said Unit Owner or Tenant.
39. Any consent or approval given by the Council or its agents under these Rules may be revoked or modified at any time.
40. No vehicle may be parked in areas designated "No Parking". Any vehicle which is unlicensed/unregistered, uninspected or inoperable shall not be parked within the condominium area for more than 48 hours
(includes: vehicles with flat tires, broken glass, loud or loose mufflers, detached or semi-detached parts or such disrepair not to meet the State of Delaware Motor Vehicle Inspection Requirements). No Mobile Home, Mobile Camper, Boats, Boat Trailers, Car Trailers, or any Trailer of any kind, Taxi Cabs or Trucks larger than a pickup shall be permitted to be parked within the Condominium area.

Council will have any vehicle not conforming to these regulations moved or towed away, as necessary, without prior notification and at the offending owner's expense and without liability for damage caused to moved or towed vehicle.

41. No vehicle shall be brought on the premises for an time period if it contains flammable or hazardous materials no used for its own propulsion.
42. Motorcycles, when parked, must have a wooden foot pad under the kick stand.
- ✓ 43. There will be no double parking at any time.
44. No vegetable gardens or vegetable plants are permitted on Burn Brae Condominium Association Grounds. Only the planting of annual flowers are permitted within the mulch beds that already exists. All gardening of any type must be contained within the garden area in front of the sliding glass porch area of the Townhomes, all other areas require written Council approval.
45. No shrubs or trees may be removed that are planted and maintained by the Burn Brae Association without written approval from the Council.
46. No planting of shrubs or trees may occur without written approval from the Council.
47. No portable oil fueled heater (meaning any non-flue connected, self-contained, self-supporting, oil fueled heating appliance, equipped with an integral reservoir, designed to be carried from one location to another, fueled by any liquid fuel with a flash point of greater than 100 degrees Fahrenheit, including but not limited to kerosene) shall be used in any unit of Burn Brae Condominiums and Townhomes.
48. The Tennis Courts are for Burn Brae Owner/Tenant Tennis Members and their accompanied guests only. Hours of play are from 8 A.M. - Dusk Mon.- Sun. Tennis Courts are for Tennis playing only (no bicycles, skateboarding, roller-skating etc.) and no children are permitted on the court except when supervised by an adult. A key must be purchased at the Burn Brae Management Office to use the Tennis Facility. Each member is responsible for his key and for securing and cleaning the Court when tennis play is completed. Foul language, radio amplification and alcoholic beverages are not permitted in or near the Tennis Facility. Duplication, lending and borrowing of the Tennis Court Key is prohibited. NO PETS ARE PERMITTED INSIDE THE TENNIS COURT FACILITY AT ANYTIME. Violation of these rules will cause a suspension or removal of Tennis Facility Provisions.
49. The Unit owner/Tenant must maintain the premises in a good state of preservation and cleanliness.
50. Exterior holiday decorations may be displayed during the period from Thanksgiving Day to January 31, provided that they are in accordance

with all rules pertaining to the outside of the buildings and common areas.

51. No Unit Owner shall burn, chop, dig or cut anything on Burn Brae Condominium Association Property nor on or above or below the Common Elements.
52. The term Unit Owner as used herein, when referring to any matter of either permitted or prohibited conduct in and about the Property, shall also include any, tenant, occupier or mortgagee of any Unit, and any members of the family, guests, employees, invitee, agents or independent contractors of a Unit Owner, the singular or the plural, and all genders, as the sense thereof may apply.
53. The Council may, pursuant to the Code of Regulations, amend these Rules from time to time.
54. The existing Rules and Regulations are replaced in their entirety by the following **AMENDMENT TO RULES AND REGULATIONS OF BURN BRAE CONDOMINIUM ASSOCIATION.**

THE ATTACHED RULES OF THE BURN BRAE CONDOMINIUMS HAVE BEEN ADOPTED INTO THE DECLARATIONS AND CODE OF REGULATIONS AS OF 3-31-98

Maureen Gaskill 3/10/98

1998

Laura Fontana
Laura Fontana
Laura Fontana - (President)

3/10/98

2/27/98
DATE

Patti Alcamo
Patti Alcamo (Secretary)

3/31/98
DATE