

Rules and Regulations of Carroll Commons

The following rules and regulations (the “Rules”) shall govern the details of the use and operation of all rental units and common areas at the Carroll Commons apartment development, Newark, Delaware. All tenants, occupants, guests and invitees and their agents, invitees, guests and any other person or entity who or which makes use of the property are subject to and bound by these Rules and all amendments thereto. Violation of the Rules represents a breach of lease and may be grounds for lease termination and eviction. Carroll Commons, LLC, its successors and assigns may amend these rules from time to time with notice given to tenants by mailing same to rental unit tenants, via First Class US Mail addressed to the tenants at their respective rental units.

1. **Definitions:** Unless otherwise specified herein, all defined terms and words used herein shall have the same meaning as given those terms or words by the definitions thereof set forth in the Carroll Commons, LLC rental agreement. For purposes of these Rules:
 - (a) A “rental unit” means any apartment or townhouse dwelling rented at Carroll Commons:
 - (b) The word “building” means any structure containing a rental unit;
 - (c) The phrase “common areas” means any parking areas, hallways, stairs, sidewalks, communal laundry facilities, elevators, walkways or other areas within the Carroll Commons apartment development not specifically rented to any individual(s) and otherwise accessible by Carroll Commons tenants and their licensees or invitees; and
 - (d) References to “the property” shall mean the entire Carroll Commons apartment development including all rental units, all common areas, and all buildings.
2. **Use of Rental Units:**
 - (a) No tenants or their guests or invitees shall sweep or throw or permit to be swept or thrown any dirt or other substance or article from any building or from doors, balconies or windows.
 - (b) All curtains, drapes and blinds shall be lined white facing the exterior.

(c) No modifications (including painting) may be made to any of the rental units.

(d) All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, laws or ordinances of all public authorities having jurisdiction and of all insurers issuing fire insurance coverage over any portion of the building or common areas.

(e) Trash, feminine products and other inappropriate items may not be disposed of in toilets.

(f) No tenant shall permit any in flammable, combustible or explosive fluid, material, chemical or substance to be stored within their unit, except for normal household use and in compliance with all applicable laws.

(g) 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 rental unit or in any other portion of the property.

(h) No air conditioning or similar type appliance shall be hung or mounted on or through any exterior window.

(i) No tampering with or intentional disabling of the fire protection system including but not limited to smoke/fire detectors, fire extinguishers, sprinkler system.

3. ***Use of Common Areas:***

(a) The rental units and the various parts of the common areas shall be used solely for their respective intended purposes.

(b) Loitering is not permitted in the common areas.

(c) Barbecues or other types of cooking grills are not allowed in the rental units or in any portions of the building or the common areas surrounding same.

(d) No person shall at any time or for any reason whatsoever, enter upon the roof of any building.

4. ***No Pets:*** No dogs, cats or other pets or animals of any kind shall be permitted, kept or harbored upon the building, the common areas or in any rental unit at any time.

5. ***Parking and Motor Vehicle Regulations:***

(a) Tenant and their guests, invitees are permitted to park only in the spaces provided and designated for their specific rental unit. Town homes with a garage are provided space inside of their garage and the two vehicle spaces directly in front of their garage for vehicle parking. Units without garages are

provided 3 designated parking spaces in the parking area at the rear of their building. No tenant and no guest or licensee or a tenant shall park any vehicle in such a manner as to impede or deny ready access to any entrance or exit to or from the property, or to any parking space or garage not reserved for such tenant. Any vehicle inappropriately parked will be towed without notice and at the vehicle owner's risk and expense.

(b) No parking area or any other area within the property may be used to repair, tune, or mechanically service any automobile or other vehicle.

(c) No vehicle may be parked in areas designated "No Parking".

(d) Any vehicle which is unlicensed/unregistered, uninspected or visibly inoperable is prohibited and if left on the property for more than 48 hours shall be subject to towing at the owner's risk and expense without notice.

(e) No mobile home, mobile camper, boats, boat trailers, car trailers, any trailer of any kind, or any trucks larger than a pick up shall be permitted on the property.

(f) No vehicle shall be brought on the premises for any time period if it contains flammable or hazardous materials not used for its own propulsion.

6. ***Trash Disposal:***

(a) Garbage and any other refuse shall be kept in a covered container, out of sight within the rental unit.

(b) All refuse shall be carried in a water tight plastic bag to be deposited **in** (and not outside) the trash dumpster(s). Cartons and boxes must be flattened before being placed in the dumpster.

(c) Furniture, old appliances, and other large items are no to be put in or next to the dumpsters. Tenants must make independent disposal arrangements for these items.

(d) Only items deemed recyclables by the trash hauler should be placed in the dumpsters designated for such.

7. ***Ingress and Egress:*** The sidewalks, entrances, stairwells, elevators, walkways and all other passage ways shall not be obstructed or used for any other purpose than ingress to and egress from the building and the rental unit(s) in said building.

8. ***Exterior Alterations and Modifications:***

(a) Nothing shall be placed on or hung from the doors, garage doors, windows or any part of the exterior of the property.

(b) No alterations should be made to the exterior of any part of the building.

(c) No satellite dish, radio, television aerial or any other exterior attachment shall be attached to or hung from the exterior of any building, including but not limited to any balcony; and no sign, notice, or advertisement

shall be inscribed or exposed on or at any window, balcony or other part of the property.

(d) No modifications or alterations (including painting) may be made to any of the common areas, including all landscaped areas.

9. **Tenant's Personal Property:** No bicycles, scooters, toys, chairs or other personal property shall be left unattended or otherwise stored on any portion of the common areas of the property.
10. **Excessive Noise/Inappropriate Conduct:** No tenant or tenant's guest, family member or invitee 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 tenants or which violates any municipal ordinance.

These rules of Carroll Commons are adopted as of March 26, 2013.