Devon Condominium: Rules and Regulations



The Devon 2401 Pennsylvania Ave. Wilmington, DE 19806

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DEVON CONDOMINIUM RULES AND REGULATIONS

The following are the Rules and Regulations (hereinafter the "Rules") governing the use and enjoyment of the Devon Condominium Apartments (the "Devon" or the "Condominium") situated at 2401 Pennsylvania Avenue, Wilmington, Delaware 19806, as adopted, amended, and restated by the Council of the Devon ("Council") through ______, 20__.

Source of Authority

The Rules are adopted, amended, and restated by the Council pursuant to its statutory duty under 25 *Del. C.* § 2211 (3), its statutory powers under 25 *Del. C.* § 2212, and Council's expressly assigned powers and duties under Article 3 B of the Devon Code of Regulations, dated December 22, 1983, and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Deed Record B, Volume 125, Page 77, *et seq.*

Purpose

The purpose of the Rules is to govern the details of the use and operation of the Devon property and the behavior of owners, occupiers, and invitees while at the property, in order to promote the livability and quiet enjoyment of the Condominium, to promote the safety and security of individuals on the Condominium premises, and to minimize risks of damage to the Condominium building and personal property on the premises. Each unit owner shall be held accountable for any violations of these rules by the unit owner or the family members, guests, tenants, agents, or employees of the unit owner.

Interpretation

The Rules shall be liberally construed by the Council, and by any court, arbitrator, or agency applying same, in order to effectuate their stated purpose. Insofar as possible, the Rules shall be deemed to be consistent with each other, with the Devon Declaration and Code of Regulations, and with all applicable statutes, ordinances, regulations and court or executive decrees. In the event that an inconsistency cannot reasonably be resolved, provisions of applicable statutes, ordinances, regulations, and court or executive decrees shall control, followed by provisions of the Devon Declaration, and, finally, by the Devon Code of Regulations. Any Rule which shall not be directly or indirectly provided for or permitted by applicable statutes, ordinances, regulations, or by court or executive decrees, but which is not expressly prohibited thereby, shall be deemed to be a contractual undertaking and obligation, voluntarily assumed by each and every Unit Owner, Unit Owner invitee, tenant, or tenant's invitee. No Rule shall be deemed invalid, waived, abrogated, or no longer enforceable by reason of the passage of time or of any failure to enforce it, irrespective of the length of time passed or the number of failures of enforcement of one or more Rules. The Rules shall be deemed severable, and any judgment or decree that any Rule is unenforceable shall not affect the validity or enforceability of the other Rule.

Enforcement

The Rules may be enforced by the Council, Council's Managing Agent or, if appropriate, by any aggrieved Unit Owner, as provided in **25** *Del. C.* §2210, as provided in these Rules, and as provided in Article 9 A (1) of the Code of Regulations. In the event that court enforcement of Rules is necessitated, Article 9 A (2) of the Code of Regulations provides that "in any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court." The Council would expect to invoke this provision in all actions to enforce the Rules. In addition, or in the alternative, the Council may, at its discretion, apply violation assessments as provided herein for continuing or recurring violations, subject to the right of the alleged violator to a hearing before Council as hereinafter provided.

Notice of Violation and Hearing

No violation assessment shall be imposed by the Council, and no action commenced by the Council to specifically enforce these Rules unless the Council first shall have sent written notice of the alleged violation to the unit owner and, if applicable, the unit occupant who is responsible for the violation, at the last known address for the unit owner or occupant on file with the Devon office. The notice shall cite the Rule which the Council believes to have been violated, shall describe with reasonable particularity how and when the alleged violation occurred, and state the action, if any, required to cure the violation. The notice shall state the amount of the violation assessment which is prescribed by the specific Rule violated or which may be imposed by the Council should the Rule violation continue or reoccur. The notice shall advise the unit owner and/or occupant of his/her right to a hearing before the Council and the manner in which such hearing may be requested.

Violations include if a resident exhibits written or verbal abuse or aggressive behavior towards Staff, a Council Member, or another resident.

- 1. Resident or staff member completes in detail a Report of Complaint and files the report with the Manager's Office retaining a copy for his or her file.
- 2. Manager and an appointed Council member will investigate the complaint and deliver their written report along with the initial written complaint to Council members.
- 3. If the complaint is justified, the Manager will:

1st infraction - issue a letter to the violator with a copy to the landlord, if applicable, detailing the repeated offense and stating that there will be a fine for the next infraction.

 2^{nd} infraction - issue a letter to the violator with a copy to the landlord, if applicable, and assess a minimum fine of \$100.00.

 3^{rd} infraction - issue a letter to the violator with a copy to the landlord, if applicable, and assess a minimum fine of \$500.00.

Fine schedule is applicable to all incidents of the same offense occurring within five (5) years of the written documentation of the first infraction.

Council reserves the right to review certain infractions and respond accordingly.

4. Above procedures are to be published on the Devon website and provided to all current residents and realtors who request a copy and acknowledged by new residents when they receive the Seller's Disclosure Form.

In addition to monetary fines, other remedies which may be considered are suspension of privileges and services.

If an individual continues to fail to comply, Council may seek an injunction and/or a lien against the property that could end in foreclosure.

The above 1 through 4 are intended as reasonable solutions in dealing with recalcitrant residents/owners.

Certain violations differ from the above and are stated in this document. (See Sections 5 [See Appendix C]; 6 [6.02, p. 17; 6.04, p.18]; 8 [8.02b, p.20; 8.02d, p.21]; 9 [9.02, p.23]; 11 [11.02, p. 25]; 12 [12.02, p. 28].)

Violation Assessments

Except as otherwise expressly provided in these Rules, in the event that a violation of a Rule persists or is repeated after written notification to the violator by the Council or Management, the Council may, at its discretion, assess a fine (a "violation assessment") in the minimum sum of \$100.00 to the violator, whose violation assessment shall be a charge against the unit that the violator owns or occupies, shall constitute a lien against such unit, and shall be payable within thirty (30) days after notification of the violator, with late or rebilling charges and interest accruing as in the case of a common expense assessment. Whenever a Rule prescribes a fine or violation assessment upon an initial violation or provides for a fine or violation assessment in a greater amount than \$100.00, the specified fine or violation assessment of that Rule shall be controlling.

Interest on Assessments

Interest shall accrue on all assessments, including regular common expense assessments, regular repair and replacement reserve assessments, special assessments and violation assessments, at the lesser of the prevailing maximum legal rate or eighteen (18%) percent per annum from the thirtieth day following the adoption of the assessment resolution or the announced due date of the assessment (whichever be the later date) as permitted by **25** *Del. C.* § **2233**.

RULES

Section 1. Nuisances and Hazards

1.01 <u>Nuisance Uses, Practices, Conditions, and Behaviors</u>: No use, practice, condition, or behavior which, in the reasonable judgment of the Council, constitutes a nuisance or unreasonably interferes with the peaceful use and enjoyment of the Condominium by Unit Owners or their invitees shall be introduced or maintained (or permitted to be introduced or maintained) by any Unit Owner or tenant or by any guest or invitee of any Unit Owner or tenant, within any Unit or on any other portion of the Condominium. By way of illustration, and not by way of limitation: (i) a nuisance use shall include any use that is unlawful, and any use that results in unreasonable or untimely noise or vibration, objectionable odor, pest infestation, a threat to the health or safety of persons, or an unreasonable risk of damage to property; (ii) a nuisance practice shall include any behavior, activity, or omission that presents an unreasonable risk of the defined results hereinabove ascribed to a nuisance use or results in a nuisance condition; (iii) a nuisance condition includes any condition that presents an unreasonable risk of the defined results hereinabove ascribed to a nuisance use, and, by way of further illustration, would include a defective condition (such as non-compliant appliances and electrical equipment installed or used in a unit, a leaking pipe or water appliance) within one's unit, a significant or unreasonable accumulation of garbage or refuse, flammable materials (including paper), human or animal waste or bodily fluids, caustic or explosive substances, poisons, fungus or mold; and (iv) a nuisance behavior includes dangerous, threatening, violent, obscene, lewd, or obstreperous actions that a reasonable person would deem upsetting or alarming. In the event that any Unit Owner and/or tenant does not promptly cease or abate a violation of this Rule or the unlawful use of the unit or any portion of the property, the Council shall be entitled (but not required) to take any reasonable action to abate the hazard or nuisance, including any or all actions described in Article 9 A (1) and in Article 9 A (5) of the Code of Regulations or as provided under the Rules.

Nuisance Conditions: Council's Right to Abate: In the 1.02 event that the Council shall reasonably believe that there exists a nuisance condition as hereinabove defined, and that the condition poses such an immediate threat to human health and safety or poses such an imminent threat to property that the time required for usual Rule enforcement process of notification, hearing, and appeal will expose persons and/or property to an unacceptable risk, the Council may (at its sole and absolute discretion, and without any obligation to do so or liability for not doing so) immediately take such reasonable measures as the Council deems prudent, in the Council's reasonable discretion, to abate the perceived nuisance condition, and shall bear no liability to the Unit Owner(s) or resident(s) whose unit(s) are entered or in which the measures are taken, for any direct or indirect consequences of such measures, including any alleged damage to the Unit(s) or personal property therein. The Council may, in its sole discretion, assess the cost of abatement measures against the owner(s) of the Unit(s) in which the hazard or nuisance originated or was maintained.

1.03 Nuisance and Hazards: Repeated Violations: In the event that a Unit Owner or resident repeatedly violates the Rules in this Section, and such violations appear to the Council to be willful, malicious, or beyond the demonstrated ability of the Unit Owner or resident to control (due to impairment by substance abuse, by way of illustration), and such violations materially degrade the livability of the Condominium or expose residents (including the Unit Owner or resident) and invitees to unreasonable risk of personal injury, death or significant damage to property, such that the Council believes that the non-compliant Unit Owner or resident should not continue to live at the Devon, the Council may petition the Court of Chancery for a declaratory judgment that the Unit Owner or resident is unwilling or unable to occupy his/her unit in conformity with the Rules, and a mandatory injunction barring the Unit Owner or resident from the Condominium.

Section 2. Noise

2.01 **Noise:** No Unit Owner or occupant shall cause or permit repeated unreasonably loud noise or vibration on the Devon property, whether within a unit or upon a common area, including, without limitation, unreasonably loud singing, speaking, or laughter, the unreasonably loud playing of a television, audio device, musical instrument, and the unreasonably loud operation of tools, machinery or equipment, and pet noise. Noise clearly audible within a neighboring unit shall be conclusively deemed unreasonable on weekdays between 6 p.m. and 8 a.m., and on Saturdays, Sundays, and legal holidays. Upon their receipt of complaints from neighbors or Devon management, Unit Owners, occupants, and their invitees shall take all reasonable measures to reduce or eliminate noise or vibration they are producing. Unavoidable noise and vibration in the course of the maintenance, repair and replacement of the common elements, or work on units shall be performed at times and in a manner approved by the Council to minimize disruption to the Devon community.

Section 3. Security

3.01 Keys (Including code to combination locks)

3.01a <u>Key Security</u>: The Council shall be entitled to possession of one key to each lock on the front door of each unit, which keys shall be maintained in the Devon office in a locked cabinet for use during emergencies. Each Unit Owner shall provide the Devon office with a working key to the front door of the unit and shall furnish to the Devon office on the day of installation a working key to any changed or newly installed lock on the front door to the unit. The Unit Owner who has not furnished a key as required by this Rule shall be strictly liable for damage to the unit door due to forced entry during an emergency, as well as for damage or additional damage to the common elements and other units caused by the inability of Council, the Manager, or emergency personnel to gain access to a unit due to the Unit Owner's failure to comply with this Rule. If a unit resident accidentally becomes locked out of his unit, any cost incurred by the resident for gaining access to said unit is the sole responsibility of the Unit Owner. If a Unit Owner or resident entrusts a key to another Devon resident, the name, unit number and telephone number of the key-holder may be registered with the Devon office. For the security of Devon residents, no key to the exterior doors of the Devon building shall be copied or provided to any non-resident.

3.01b <u>Lock Box</u>: All residents are permitted to put a personal lock box in the designated lock box area located on each floor right outside of the trash room.

3.02 Exterior Door Security: No locked exterior doors to the Devon shall be left unlocked, open, and/or unattended, including by wedging or interfering with the operation of locks. The owner of the unit where the individual(s) violating this Rule resides or are or were visiting will be jointly liable with the individual violator for property damage on the Devon property caused by anyone who enters through the unattended open exterior door.

3.03 Lobby Desk Personnel: The Devon does not guarantee the personal safety of individuals or the safety of their property at or in the vicinity of the Devon; nevertheless, for the convenience of visitors to the Devon and in an attempt to promote safety of individuals and their property on the Condominium grounds, the Devon may staff a desk in the Condominium lobby with contractors or employees charged with assisting persons entering the Devon, monitoring remote surveillance cameras, accepting deliveries, and directing emergency responders. The days and hours of desk staffing and the individuals comprising the desk staff shall be at the discretion of the Council, and there will be days and hours during which the lobby desk may not be staffed. The desk personnel are directed to avoid leaving their post on the first floor to assist residents with carrying packages or groceries beyond the lobby and shall not be asked to do so. Individuals in the Devon lobby shall not engage in prolonged conversation with the desk personnel or otherwise distract them from their duties.

3.04 <u>Visitor Procedure</u>: When lobby doors are locked, visitors may use the "Entraguard" phone and be admitted by a resident. Doormen are permitted to open the door only for residents.

3.05 <u>Solicitors and Soliciting</u>: Solicitors are prohibited from carrying on soliciting activities on the Devon property. For purposes of this provision, real estate sales persons marketing a Devon unit shall not be deemed to be solicitors, but shall, nevertheless, be subject to Council's and management's policies regarding placement of advertising materials and the conduct of open houses. Open houses are permitted at the Devon. Any owner marketing his or her unit is responsible to inform any representing Realtor of the procedures. Please refer to the complete Devon Open House Procedure of 3/30/2015 hereby incorporated by reference. (See Appendix A.)

3.06 <u>Surveillance Cameras</u>: The Devon has installed surveillance cameras at various locations about the premises. These cameras are capable of being monitored by staff at the desk in the lobby, and recorded footage is available for review by authorized personnel and law enforcement only. The use of surveillance Cameras does not guarantee the personal safety of individuals or the safety of their property at or in the vicinity of the Devon. Individuals are urged to be aware of their surroundings and to report unlawful activity, suspicious behavior, or dangerous conditions to the Wilmington Police Department and to advise Devon desk personnel. No one shall disrupt or interfere with the operation of surveillance cameras.

3.07 <u>Management Emergency Access to Units</u>: Management shall be entitled to enter any Unit for the purposes of (i) investigating a source of smoke, water, noise, or vibration that is reasonably believed to pose a possible threat to persons and/or property; (ii) performing emergency services; (iii) accessing common elements, common systems, or a system or component serving another Unit, but not practically accessible except through the Unit entered.

Every entry while the Unit resident is not personally present shall be made by a Management representative accompanied by a Devon staff member and any contractor intending to perform a service in the Unit, and those who enter the Unit will remain in the Unit for the duration of the visit. A written report of the entry, including the reason(s) for the entry, the names of the people who entered the Unit, and the findings made, will be compiled immediately after the entry and signed by the Manager who participated in the entry, with a copy promptly delivered to the Unit Owner and any tenant, and a copy retained by management.

To facilitate such entries, every Unit Owner is required to maintain a copy of all keys to his/her Unit with the Management office where all such keys will be maintained in a locked key safe accessible only by Management. In the event that the Unit Owner does not deposit a working key as required, or if the key does not provide access, the cost of a locksmith visit or the cost of repairs to the door shall be assessed to the non-compliant Unit Owner.

3.07a <u>Needed Construction Access to Units</u>: Unit owners should allow access to a unit for needed repairs or renovation efforts on the part of an adjoining Unit. Any and all agreed upon costs involved in the restoration of the accessed Unit caused by those repairs or renovations will be paid by the unit owner of the completed work. Restoration will be done to the satisfaction of the accessed Unit's owner, and restoration will be completed in an agreed upon time by the accessed unit owner.

Section 4. Pets and Animals

Owners may have pets according to the following guidelines. Tenants may not have pets. (See Appendix B.)

Pet ownership limits: 1 dog per unit; 1 dog and 1 cat per unit; 2 cats per unit.

4.01 Pets: Pets are permitted subject to the requirements that said pets are up-to-date with all required permits, licenses, and vaccinations (and are documented as such with the Devon office), and subject to the right of the Council to order the immediate removal of any pet(s) found by the Council to be unreasonably disruptive or offensive, including but not limited to noise, odor, disease, aggressive behavior, or perceived danger to persons or property. The Devon resident visited shall be responsible for any personal injury or property damage caused by (or clean-up necessitated by) the visiting pet. Pets must be short-leashed (24") or carried when in common areas. Pets are not permitted in the lobby, except to walk from a front elevator to the service door to "Dog Alley," only when the service elevator is unavailable. Pets must be taken only on the service elevator (unless the elevator is out of use); they must enter and exit the building through the basement or rear exit off the service elevator area. Any new pet must be 20-inches or less measured from the shoulder. All animal waste, including cat litter, is to be double-bagged, sealed, and disposed of per the most recent pet policy. Please refer to the complete Devon Pet Policy of 2/11/19 hereby incorporated by reference (See Appendix B.).

No insects or statutorily prohibited exotic animals (including prohibited fish, amphibian, reptile and bird species) may be maintained on the Devon property.

4.02 <u>Wild Birds</u>: Pigeons are regarded as a nuisance as they are attracted by the widest variety of bird foods, foul the building exterior, and can pose a risk of disease. Accordingly, the feeding of any wild birds anywhere on the Devon property is prohibited.

Section 5. Smoking

The Devon is a smoke-free campus.

The Devon property is a smoke-free campus. (Please see Appendix C for Smoke-Free Devon Policy.)

Section 6. Moving and Large Deliveries

6.01 <u>Scheduling Moves or Deliveries</u>: All moving or delivery of furniture, appliances, or other large items must be scheduled for a date approved by Devon management; *the Devon only permits one move per day*. Scheduling should be completed as far in advance as possible, as dates are reserved on a first-come first-served basis. The Devon management will halt unscheduled moves or deliveries; and, any move that occurs without proper notification to the Devon office will result in a \$100 fine against the unit owner. All moves/deliveries must be scheduled to start or arrive between the hours of 8:00 am and 1:00 pm, Monday through Saturday. No moves of any kind are permitted on Sundays.</u>

One Devon employee will oversee the move, including locking out the service elevator for the movers, at a charge of \$15 per hour from the time the move starts until the move is complete. The Devon employee is there to observe, not to assist, with the move. The employee charge will be billed to the unit owner or tenant.

Any damage will be discussed at the time of the move with the moving party. Any damages will be billed to the unit owner or tenant (please see policy on Damages to the Building).

6.02 <u>**Conduct of Move or Delivery:**</u> All moves shall be conducted through the basement level or as otherwise directed by management. No items are to be brought through the lobby level of the Devon without the express permission of management. Upon

arrival at the Devon, all moving/delivery personnel are to sign in at the doorman's desk. All moving/delivery vehicles are to park at the loading dock. This parking is on a first-come, first-served basis. All items are to be transported from the basement level of the Devon to the unit. No items are to be placed in the service elevator that could potentially damage the interior of the elevator. All packing materials and/or furniture, appliances, etc., **may not be put in the Devon trash** <u>dumpster</u>. Violation will lead to a minimum \$175 fine, as required by the Devon's trash company, in addition to a Devon fine in accordance with the fine schedule on page 10. The Unit Owner receiving the delivery or making the move shall be responsible for the cost of removing any trash, empty boxes, etc., from the delivery/move that are left in the common areas or facilities of the Devon at the conclusion of the move and for any damage done to the common areas or facilities of the Devon.

6.03 <u>**Responsibility for Damage:**</u> The owner of a unit into which, or from which, personal property is being moved shall be responsible for (i) the repair of any damage caused to the common areas, common elements, or other units by the moving activity, whether the damage is caused by the unit owner, a tenant, invitee, moving contractor, or other agent, and (ii) the cleanup and removal of any debris or personal property left in the common areas after the move has been completed, with any and all personal property left on the common areas without the prior written consent of the Manager will be deemed to have been abandoned and left for disposal at the sole and absolute discretion of the Manager or the Council without any liability to the abandoning owner.

6.04 <u>Violation Assessment</u>: The violation assessment for any violation of any Rule under this Section 6 shall be a minimum of \$300.00.

Section 7. Parking

7.01 <u>Parking Spaces</u>: All residents must register their vehicles with the Devon office and obtain and visibly display a legible parking decal on the rear bumper or lower corner of the rear window of their vehicle. Any resident's vehicle parked in a space without a Devon parking decal is subject to being towed without notice at the expense of the vehicle owner and without liability for damage to the vehicle towed.

7.02 <u>Parking Regulations</u>: Automobiles and any other permitted vehicles shall be parked only within the painted lines of a designated parking area. No vehicle shall be parked or left unattended in any

driveway or parking area where it would impede access to or from any parking space or the garage door. Any motor vehicle parked in violation of the foregoing parking regulations is subject to being towed without notice at the expense of the vehicle owner and without liability on the part of the Devon, Council, or management for damage to the vehicle towed. Apart from quick emergency measures, such as changing a flat tire or jumping a dead battery, no vehicle is to be repaired, tuned, or mechanically serviced on the Devon property. There is one underground space in the garage designated for washing vehicles. Unnecessary use of automobile horns, repeated malfunctioning of car alarms, tire screeching, and gunning of engines on the Devon property is prohibited. Any vehicle in a parking space is responsible for the prompt clean-up of any fluids (including gasoline, oil, brake fluid, transmission fluid, antifreeze, and battery acid) leaking from his/her motor vehicle that could cause an environmental or a slipping hazard. The Council reserves the right to have any such leaked fluids removed and to assess the cost of such removal to the owner of offending vehicle. A vehicle still leaking fluids is subject to towing, and the owner of the vehicle is subject to a violation assessment, if that vehicle is found parked on Devon Property five (5) or more days following the written notification of the owner that the vehicle is in violation of this Section. Overnight visitors of Devon residents must display a visitor parking permit on the dashboard of their car.

The front circle area of the Devon is primarily for emergency vehicles, pick-up and drop-off of residents and guests. As a convenience to the Devon residents, groceries may be off loaded into a shopping cart. There is an area marked for 15-minute parking. Any vehicles exceeding the 15-minute time limit is subject to being towed without notice at the expense of the vehicle owner and without liability on the part of the Devon for damage to the vehicle towed. Vehicles are strictly prohibited from parking in the front circle along the yellow line where a sign clearly states Fire Lane, Tow Away Zone. Any vehicle parked in violation in this area is subject to being towed without notice at the expense of the vehicle owner and without liability on the part of the Devon for damage to the vehicle towed. (See Appendix D.)

Section 8. Use of Units

8.01 <u>Use by Floor</u> The first floor, lobby-level is for commercial use and may not be used as a residence. All floors above are residential and may not be used for commercial purposes.

8.02 Renting of Units:

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8.02a <u>Mandatory Lease Provisions</u>: 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 containing (by addendum or otherwise) the following provisions, which shall not be overridden or negated by any other provision:

Tenant covenants and agrees to use the leased premises solely for residential purposes. 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 of the Devon Condominium ("the Council") advised of the names(s) of, and contact information for, all persons occupying a leased unit.

Tenant acknowledges that Tenant has received a photocopy of the Rules and Regulations for the Devon Condominium, has reviewed the Rules, and agrees to abide by them. Tenant understands and agrees that all visitors, invitees, and guests to Tenant's unit are bound to abide by the Rules, and that Tenant is responsible for the costs of any damages to the common elements caused by Tenant's visitors, invitees, or guests. Tenant's violation of any of the provisions of the Rules shall constitute a breach of this Lease, which, if uncured within seven (7) days (or such longer minimum notice as may be required by the 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 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 to assert in court Landlord's rights under this Lease when and if the Council shall elect to do so.

8.02b Damages for Non-Inclusion of Mandatory Lease

Provisions: In the event that the Council shall determine that a tenant or lease assignee occupying a Unit is not subject to the mandatory lease provisions set forth in Section 8.01, above, due to the failure of the Unit Owner or the agent for the Unit Owner to include such provisions in that tenant's rental agreement or lease in violation of these Rules, and in the event that the Unit Owner fails to (i) secure promptly the inclusion of the mandatory provision in an amended rental agreement or lease or (ii) take the actions which the Council shall request with respect to a tenant determined by the Council to be in violation of the provisions which should have been included in that tenant's lease pursuant to this Article, said Unit Owner shall pay to the Council when invoiced, liquidated damages (not a penalty) in the amount of ONE THOUSAND (\$1,000.00) DOLLARS per month for each calendar month, or any portion thereof during which the Unit Owner remains in violation of these provisions, as an additional assessment which shall be lienable and collectable by the Council in the same manner as monthly common expense assessments.

8.02c Lease Enforcement by the Council: The Council shall send a photocopy of all correspondence with a tenant to the Owner of the rented or leased Unit at said Unit Owner's last known address, by certified mail return receipt requested. 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 the Manager 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 Council the fees and other costs reasonably incurred by or on behalf of the Council in said proceeding.

8.02d Transient, Short-Term or Vacation Rentals (including, but not limited to Air BNB, VRBO) are Prohibited: No Unit Owner, individually or by agent, shall enter into more than two (2) "Rental Transactions" for any unit in any calendar year without the prior written approval of the Council. A "Rental Transaction" shall include, by way of illustration and not by way of limitation, the execution of a lease for a unit, the renting of a unit for a minimum lease of one year, the subleasing of a Unit, the assignment of a lease or the right to occupy a Unit, and placing a person in occupancy of a Unit whether or not in return for rent or any other payment. Subleasing is not permitted. One purpose of this Section is to reduce the security problems, which would accompany any frequent turnover of tenants at the Condominium. Any Rental Transaction in violation of this Paragraph 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 Paragraph shall be subject to (i) an immediate assessment by the Council against said Unit 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 to defray the Council's expense of enforcing these provisions, and (ii) an action in equity by the Council for the cancellation of the Rental Transaction, and to enjoin that Unit Owner's continuing or future violation of the Declaration, the Code of Regulations, or these Rules and Regulations.

8.02e <u>Duties of Unit Owners</u>: It shall be the duty of every Unit Owner entering into a Rental Transaction (as defined in Section 8) (i) to furnish the tenant with a current copy of the Rules, and (ii) to provide the management office with a copy of the current lease or rental agreement and the tenant's contact and motor vehicle information.

8.02f Duty of Tenant to Comply with Rules: It shall be the duty of every tenant to comply with the Rules, and, by executing a rental agreement or lease for a unit at the Devon, the tenant covenants to abide by said Rules and acknowledges that any breach of the Rules will constitute a breach of the tenant's rental agreement or lease. All tenants must obtain a new resident's folder containing all rules, policies, and expectations. The tenant must read and acknowledge receipt of this information by returning the signed acknowledgement to the Devon office within one week of receiving the information.

Section 9. Liability for Damage

9.01 Damage Caused by a Casualty: The Devon's master insurance policy is intended to cover loss or damage by casualties originating within a unit, whether or not proximately caused by failure of a component of a common system (e.g., a heating pipe, water line, or gas line), and whether or not proximately caused by willful misconduct, recklessness, negligence, or a violation of the Code of Regulations or these Rules, by a Unit Owner or by that Owner's tenants or invitees. The existence of the coverage described in the preceding sentence shall not affect the Unit Owner's liability (by subrogation or otherwise) for losses arising from a casualty proximately caused by willful misconduct, recklessness, negligence, or a violation of the Code of Regulations or these Rules by the Unit Owner or by that Owner's tenants or invitees. To the extent of the deductible applicable under the Devon's master policy, each Unit Owner shall be liable for damage to property (including common elements, other Owners' units, and the personal property of others) outside his unit caused by any casualty (including but not limited to water leaks, explosions, fire, and smoke) originating within that Owner's unit regardless of fault on the part of the Unit Owner, his tenants, or either of their agents or invitees, or in the event that and to the extent that a Unit Owner does not have insurance coverage, to the extent of the deductible under the Devon's master policy, against the Unit Owner's liability for such damage to property resulting from a casualty originating within his unit, then the Unit Owner in whose unit the casualty originated will be liable to the Devon Condominium for

the amount of such damage not covered by the Unit Owner's insurance; and Council shall recover that liability by assessment of the Unit Owner. Any such assessment (referred to as a "deductible assessment") shall be paid by the Unit Owner within thirty (30) days after receipt of the invoice by the Unit Owner, will constitute a lien upon the unit on account of which it was assessed, will accrue interest at the lesser of the maximum legal rate or rate of eighteen (18%) percent per annum to the extent not paid within the thirty days, shall be subject to collection by Council in the same manner as a delinquent assessment for common expenses, and shall be subject to the provisions of Article 9 A (2) of this Code of Regulations.

9.02 <u>Water Damage Prevention</u>: Each Unit Owner and resident shall take all due precautions to maintain his unit's plumbing and water-using items in a good state of repair. Waterbeds are strictly prohibited. Any washing machine in a Devon unit shall be connected to the water supply by steel-mesh-reinforced hoses. In the event that the failure of a non-reinforced washer hose results in water penetration into a common area or another unit, the owner of the unit in which the hose failure originated will be assessed the cost of the repairs together with the sum of \$1,000.00 as a violation assessment, which will constitute a lien on the unit in the same manner as a common expense assessment.

<u>9:02a Dryer Venting</u>: Dryers must be condensation dryers. No dryer may be vented into the wall---THAT IS A FIRE HAZARD and is prohibited by the fire department. Any dryer vented into a wall must be disconnected and the lint deposits within the wall removed at the expense of the owner. The owner of the unit in which a clothes dryer is found vented into the building ductwork or walls of the building will be fined the sum of \$500.00 as a violation assessment, which will constitute a lien on the unit in the same manner as a common expense assessment.

9.03 <u>Unit Owner/Resident Liability for Damage caused by</u> Negligence, Willful Misconduct, or Violation of Rules, or the Code of Regulations</u>: Each Unit Owner or resident shall be liable for the cost of repairing any damage caused to a Unit or to a common element, and the cost of repairing or replacing any personal property on the Devon premises suffering damage, where such damage is proximately caused by the negligence, recklessness, or willful misconduct on the part of that Unit Owner or resident, or on the part of the tenant, cotenants, family member, agent, guest, or other invitee of the Unit Owner, resident or tenant. The cost of such repair or replacement may be assessed against the Unit, shall constitute a lien against that Unit and shall accrue interest and rebilling charges in the same manner as an assessment for common expenses.

9.04 <u>Separate Insurance</u>: Each Unit Owner must, at their sole cost and expense, obtain and continuously maintain in force an "HO-6" policy of insurance for their benefit upon the Unit and the personal property in the Unit, as well as for their personal liability (including for deductible assessments). The Council of the Devon must be listed on the policy as having an insured interest. If requested by the Council, then a Unit Owner must promptly, and without cost, fee, charge, or expense, provide the Council with a complete copy of the policy, or policies, which the Unit Owner maintains pursuant to this provision.

Section 10. Trash, Refuse and Recycling (See Appendix H)

10.01 <u>Routine Disposal</u>: No trash, refuse, or garbage shall be carried through a common area except in a tightly tied, watertight trash bag or other container adequate to keep the refuse from leaking, soiling the common area, or creating undesirable odors or a health hazard. All damage to the common areas caused by inappropriately contained refuse will be assessed to the resident responsible for the damage. All trash deposited in the respective floors' trash rooms shall be placed in plastic trash bags and deposited in the trash room container. No unbagged trash, no leaking containers, no liquids, and no hazardous or odiferous waste shall be deposited in any of the trash rooms, including the trash dumpsters adjacent to the loading dock. All pet excrement and cat litter should be double-bagged, sealed and disposed of per the most recent pet policy. Any additional janitorial costs incurred by the Devon resulting from the violation of the rules in this Section shall be assessed to the offending unit and a fine will be assessed according to the fine schedule on page 10.

10.02 Disposal of Bulky Items: The following is the required procedure for disposal of large, bulky items such as furniture, carpets, file cabinets, home office equipment, etc. Residents seeking to dispose of such large items shall contact the City of Wilmington special pick-up department to arrange for a pick-up date. Please notify the Devon office of the scheduled date. The resident will place each large item at the Devon's trash pick-up location the loading dock on Riverview Avenue after 6:00 p.m. the evening before the scheduled pick-up. If the resident requires assistance with the removal of one or more large items, such assistance can be arranged through the Devon office. At no time shall such large and bulky items be deposited anywhere on Devon property other than designated trash pick-up area. The resident disposing of large items is responsible to assure that walls, carpets,

doors, and elevator cars are not damaged in the course of removing those items and is responsible for cleaning up any debris resulting from the removal. Large boxes should be broken down and placed in the recycle dumpster outside the entrance to the garage.

10.03 <u>**Recycling:**</u> For details on any recycling program, please consult the Devon office or check the bulletin board in the mailroom for details.

Section 11. Work on Units

11.01 <u>Contractor Procedures</u>: All contractors working in the Devon common areas or in individual units must sign-in at the Doorman's desk before proceeding to do any work in the building. Residents having work performed are responsible to make their contractor aware of this rule. (See Appendix I.)

11.02 Prior Approval and Scheduling: To the extent that any outside contractor is to perform all or any portion of the approved work, each such contractor must be appropriately licensed to perform such work by the City of Wilmington, provide the management office with satisfactory evidence of liability insurance, produce for photocopying any and all demolition and building permits, and receive an orientation and briefing from maintenance staff. All work must be fully permitted as required by law and performed in accordance with all applicable codes, ordinances and regulations. Contractor or workmen are permitted to work Monday through Friday from 8am to 6pm. No cutting into, tapping into, or other modification of gas, hot water, domestic water, or waste lines is permitted unless the maintenance staff is present and the work has been expressly authorized by the Manger. All newly installed clothes dryers must be condensation dryers and not vented into the ductwork or walls of the building. The owner of the unit in which a clothes dryer is found vented into the building ductwork or walls of the building will be fined the sum of \$500.00 as a violation assessment, which will constitute a lien on the unit in the same manner as a common expense assessment. During the course of construction, all contractors and suppliers shall be subject to these Rules, including provisions relating to noise (Section 2), security (Section 3), smoking (Section 5), moving (Section 6), parking (Section 7), liability for damage (Section 9), and trash disposal (Section 10). The Unit Owner for which the work is being performed is responsible for the consequences of any Rule violation on the part of his contactor(s) and supplier(s).

11.03 Removal of Drywall, Ceiling Material or Floor Tiles:

Prior to the removal of drywall or ceiling material in excess of 32 square feet, the material must be properly tested for asbestos content by a licensed testing company. If asbestos levels require it, proper abatement procedures must be followed. Whether asbestos is present or not, negative pressure (i.e. all windows and doors closed) must be maintained in the removal area until all removal and cleanup is complete. If 9" x 9" floor tile is to be disturbed, it must also be tested for asbestos content and, if present, proper procedures must be followed for removal. Refer to the Devon Policy for Work Within Residences and hereby incorporated by reference.

Section 12. Use of Common Areas and Limited Common Areas

Violation of the rules in this Section shall be assessed to the offending unit and a violation assessment will be assessed according to the violation assessment schedule on page 10.

12.01 General Rules Applicable to all Common Areas and Limited Common Areas: All portions of the Devon property other than Units constitute the common areas or common elements of the Condominium. The Devon grounds are a common area. The roof, the furnace room, the maintenance room are all off limits at all times to Unit Owners, residents, and guests, except at the express invitation of, and while accompanied by the Devon Management or maintenance staff. Rules pertaining to Nuisances (Section 1), Noise (Section 2), Pets (Section 4), and Smoking (Section 5) apply to the common areas and limited common areas as fully set forth in those respective Sections of these Rules. The common areas shall be kept free from personal property (including shopping carts). Littering, vandalism, and (except as expressly authorized by these Rules) the projection or attachment of any object (awning, antenna, etc.) to any portion of the building, the posting of signs and other printed material on the common areas (including Unit doors) is prohibited and subject to removal by management. The cost of cleaning up litter and repairing any damage to common elements or common areas shall be assessed to the Unit Owner or resident who necessitated, or whose dependent, contractor, visitor, guest, or pet necessitated, the clean-up or repair. Loitering and playing on the common areas are prohibited. No skateboarding, bicycle riding, roller-skating, roller blading, ball playing, or like activity is permitted on the common areas. No barbecue grills or other such cooking devices shall be used in the common areas, including balconies.

Section 12.02 Common Areas

12.02a <u>Lobby</u>: As the Lobby is a visitor's first impression of the Devon, Unit Owners and residents shall wear appropriate attire (shoes and shirts are required, no sleepwear or uncovered swimwear) while in the lobby, and shall speak civilly and in a conversational tone. Pets are not permitted in the lobby area (except to walk from a front elevator to the service door to "Dog Alley," only when the service elevator is unavailable). Pursuant to Rule 4.01, pets must be close-leashed or carried. As provided in Rule 3.03, individuals in the Devon lobby shall not engage in prolonged conversation with the desk personnel or otherwise distract them from their duties. Except for approved Devon Condominium functions and doorpersons, there shall be no food or drink consumed in the Devon lobby.

12.02b <u>Hallways</u>: Hallways shall be kept clear of obstructions. Pets in hallways shall be close-leashed or carried. Signs are prohibited from being displayed on residential unit doors or hallway walls. The foregoing shall not prohibit the timely display of customary seasonal or holiday decorations, provided that such decorations do not protrude more than 12 inches from the surface of the door. If it is determined by Management that soiling of hallway carpets or walls originated from a particular unit, the cost of cleaning the soiled elements will be assessed to the resident occupying that Unit.

12.02c Surface Parking Area: In addition to the Rules pertaining to parking in Section 7, above, mobile homes and campers, boats, boat trailers, and any commercial or special purpose vehicle which would detract from the residential appearance of the Devon are prohibited from parking in the Devon parking lots, except for the vehicles of contractors serving the Devon at the invitation of the Council or Management. No oversized vehicle (a vehicle of more than nine feet in width, thirteen feet in length, or seven feet in height, or vehicles with an unloaded weight in excess of 8,000 pounds) is permitted to enter or park in the parking garage or the surface parking lots (together referred to as the "parking areas"). Requests to store items in garage spaces by owners of the right to use garage parking spaces must be made in writing to Council and permission must be in writing. Personal shopping carts are exempt from requiring written permission. It is the responsibility of the vehicle operator(s) or owner(s) involved to report promptly to the management office any accident that occurs on the Devon property involving damage to any vehicle or to the Devon common elements. Repair of damage caused to the common elements by a motor vehicle will be the responsibility of the owner insuring the vehicle that caused the damage. Remote controls for the parking garage may be purchased through the Devon management office, telephone: 302-658-5366. Residents must park within the lines.

12.02d Stairwells: The cost of correcting any damage to stairwells caused by the moving or carrying of articles, and the cost of any special clean up services will be the responsibility of the offending unit owner and/or resident. Any pets that are brought into stairwells and/or elevators are to be carried or close-leashed. All stairwells shall be kept clear of residents' personal property and other obstructions, as these pose a safety hazard.

12.02e <u>Roof</u>: By order of the Wilmington Fire Marshal, the roof is permanently off limits to all but maintenance staff and personnel authorized by Devon management or Council. Anyone attempting to enter will be fined \$5,000 and may be arrested.

12.02f <u>Elevators</u>: Elevators are not to be used in the event of fire. Elevator doors are not to be blocked or locked open except by or with the express prior permission of management. Report any malfunction of an elevator to the lobby desk personnel or to management as promptly as possible. No signs or other printed materials are to be posted in or removed from the elevator except by the management office. No shopping cart may be left on elevators. The Devon's service elevator is to be used for all move-in/out, delivery, or the transportation of materials and tools to a unit.

12.02g Laundry Room: The laundry room is solely for use by Devon residents. Each laundry room user shall clean the dryer lint trap after use, cleanup any spills, properly dispose of any trash, and clean off the washer(s) and dryer(s) used. Residents are to follow all provided instructions on the proper use of the laundry room equipment and promptly report any leaks or equipment malfunctions to the management office. Washing of any type of rug or carpet is prohibited. Any articles left in the laundry room and unclaimed after one week will be discarded.

12.03 <u>Children</u>: Children are not permitted to play in, on, or upon the property without adult supervision.

12.04 <u>**Personal Property:**</u> No bicycles, toys, chairs, barbeques, or any other items of personal property shall be left on or about the common elements.

12.05 <u>Shopping Carts</u>: Carts are available for the convenience of residents to transport items to and from units. Carts, dollies, and equipment must be taken on the service elevator if it is available. Cart storage areas are located on the first floor and in the basement, near the service elevator. After use, carts should be immediately returned to

their proper storage area. Users must insure that the carts do not block the elevator or exit doors. Carts shall not be kept in Units or be left in the hallways, near elevators or in stairwells on the residential floors. (See Appendix G: Carts and Flat Bed Rules.)

Section 12.06 Limited Common Areas

12.06a <u>Parking Garage</u>: Requests to store items in garage spaces by owners of the right to use the garage parking spaces must be made in writing to Council and permission must be in writing. (Personal shopping carts are exempt from required written permission.) No accumulation of stored items may be so dense as to cause the vehicle to impede other vehicles.

12.06b Balconies: No object or liquid shall be thrown or dropped from a balcony or placed on a balcony in such a location that accidental bumping or severe weather conditions could cause it to fall or spill from the balcony. No carpeting or rug of any type is permitted to be permanently installed on open balcony surfaces. Any patio furniture or other personal property placed on balconies must be rust proof; and the appearance of rust staining on the balcony shall be cause for the Council or the Manager to require the removal of the rusting object(s). Balconies shall not be used for the storage of bicycles, toys, tires, tools, ladders, fans, air conditioners, or any other item that could contribute to an unkempt appearance. Balcony windbreakers are to be made of tan fabric (Sunbrella, 100% acrylic by Glen Raven Mills, Inc.: color – linen #4633) or Marine Clear Vinyl, 0.19 gauge. Windbreakers are available from Gainor Awnings, Inc. (998-8611) or E. W. Brown, Inc. (652-6612). No rug shall be beaten or hung on a balcony railing, and no dust, rubbish, or litter shall be shaken, swept, or thrown from any balcony, window, or door. No laundry shall be aired from any balcony. No type of grilling or cooking of any type is permitted on balconies. Customary holiday and seasonal decorations are permitted, but shall be taken down within two weeks after the particular holiday has ended. No lights are permitted on any balcony.

Only the flag of the USA, no larger than 2 ft. x 3 ft., attached to poles no longer than 52 inches, may be temporarily attached to balcony railings for display. Flags must be maintained in good condition and they cannot be mounted with hardware that requires a hole in any railing or building surface. USA flags are limited to no more than one per balcony. Any variation from this policy requires prior written consent from Council. Flags must be displayed according to American flag protocol.

Balconies are subject to inspection by Devon management upon notice to the unit resident.

12.06c Storage Areas: The only permitted area for resident storage of personal property outside of Units is the basement storage room in which each unit has a designated storage compartment and the hallway ('Milk Closet') rooms. Residents shall not place articles in another resident's storage compartment without prior permission and shall not leave articles on the floor outside of a storage compartment. No large items such as bicycles, barbecue sets, tires, or ladders shall be placed in the storage room. No paints (except latex), flammable items, explosives, hazardous substances or liquids shall be placed in the storage room. The privilege of storing items in the storage area is subject at all times to Fire Marshal's Regulations and Rules by the Council. Articles left in a storage compartment (i) after their owner has moved out of the Devon, or (ii) after the allotted time for their removal by order of the Council, shall be deemed abandoned and be subject to removal and disposal at the discretion of management without liability to the purported owner of the articles discarded.

12.06d <u>Resident Exterior Doors Opening Upon Hallway</u>: All exterior door hardware and exterior door color must be uniform.

12.06e <u>Window Treatments</u>: All window treatments visible from the exterior of the building must be white or off white, and in good condition.

Section 13. Meetings of the Council

13.01a <u>Meetings of the Council</u>: Meetings of the Devon Council shall be open to Unit Owners as provided in 25 *Del. C.* § 2241 (b), subject to the statutory proviso that, where a portion of any meeting of unit owners or the Council is reserved for consultations with legal counsel, or for personnel matters relating to employees of the Council, or complaint from alleged violation of a unit owner, such portion of the meeting shall not be open to the Unit Owners. Meetings will be conducted, as closely as practicable, in accordance with *Roberts Rules of Order, Revised*, but any deviation from such rules of order shall not invalidate any action taken. Disruptive behavior that interferes with the conduct of a meeting will not be tolerated and, after reasonable warning, any disruptive observer shall leave the meeting room, when so ordered by the Chair.

13.01b <u>Meetings of the Council</u>: Individuals who desire to speak at a meeting of the Council shall deliver a written summary of the issue which they wish to address to the management office on the form prescribed for that purpose by the Council and available for Unit Owners' use at the management office. Observers at Council meetings shall not interrupt or disrupt the agenda and shall speak only when recognized by the Chair, and discussion of any issue shall be subject to termination by the Chair at the sole discretion of the Chair.

13.01c <u>**Owners Comments:**</u> At the Council's discretion, after the meeting has been adjourned, observers' comments are limited to agenda items <u>only</u>. Other topics requiring Council attention may be addressed in a private meeting, when requested by an owner.

Section 14. Management and Staff

14.01 <u>The Management</u>: The Management is the entity to whom any Unit Owner or resident shall address any complaint, observation, inquiry, or concern about the Devon Condominium. If a resident or Unit Owner wishes to report a violation of a Rule or an unsafe condition, the report should be made initially to the Management in writing and, if requested, on a form for consideration by the Council. Emergencies or hazards should be reported immediately to Management or Devon staff. <u>Any request for information or service that is outside the normal duties of the Devon management or staff shall be submitted in writing to the Council for consideration and response.</u>

14.02 <u>Other Staff</u>: Any complaint, inquiry, observation, or concern about a staff member other than the Management (whether a Devon employee or a contractor) shall not be made to the staff member directly, but shall be addressed to Management. While cordiality with staff is expected and encouraged, residents shall refrain from conversations with staff members that distract them from their duties. No unit owner or tenant may instruct or direct any Devon staff member or contract staff.

14.03 <u>Complaints</u>: Complaints regarding the management of the property or actions of other unit owners shall be made in writing to the Council.

14.04 <u>**Personal Services:**</u> No employee of the Council or the management shall be requested or required by any unit owner to

perform any personal service for any unit owner not in the line of duties prescribed for such employee by the Council or the manager. Employees are not permitted to share any other employee or resident's phone number, personal information, or email address with a Devon owner or tenant.

Section 15. Fire

15.01 General Evacuation Information (See Appendix E for Devon Fire Policy.)

- If an alarm sounds, <u>do not call the doorman, do not call 911.</u>
- Turn off any gas or major appliances. Leave <u>bedroom doors</u> <u>open and hallway door unlocked.</u>
- Use the stairs at the end of your hallway to leave the building.
- <u>Center stairs</u> are only for those requiring assistance to walk down the stairs. <u>Wait</u> on the landing or steps for the firemen.
- <u>Pet owners</u> are solely responsible for their pets. Pets must be <u>restrained and under control</u>, on a leash, or in a pet carrier. <u>Keep leashes short.</u>

Section 16. Pool

16.01 Pool Use (See Appendix F for Devon Pool Policy & Rules.)

- The lifeguard on duty has complete authority within the pool enclosure.
- Access to the pool and pool facilities is limited to scheduled pool hours, announced at the beginning of the pool season.
- Everyone entering the pool enclosure must follow the Devon Pool Policy & Rules.
- An adult must accompany every child under age 14.
- Diving from the pool deck, must be in the diving area only.
- All personal injuries, regardless of how slight or minor, must be reported to the Lifeguard on duty.
- No radios or other sound emitting devices without headphones or earbuds; headphones or earbuds must be used.
- Keep cell phone calls short and private.
- No yelling within the pool enclosure, including games while in the pool.
- No food or drinks in or near the pool. Beverages and food must be limited to tables, chairs, or lounge chairs.
- No smoking on Devon property, including pool enclosure.

- No alcohol.
- No glass in pool enclosure.
- Any act that could result in personal injury, either to oneself or others, is prohibited. This includes, but is not limited to, tossing children, children diving/jumping off another person, horseplay, and wrestling.
- Any violations will result in ejection from pool area. Severe or repeated violations will result in pool privileges being revoked, and fines will be applied.

Appendix A: OPEN-HOUSE PROCEDURES

Appendix B: DEVON PET POLICY

Appendix C: DEVON SMOKING POLICY

Appendix D: DEVON PARKING POLICY

Appendix E: DEVON FIRE POLICY

Appendix F: DEVON POOL POLICY

Appendix G: RULES FOR USE OF CARTS AND FLAT BEDS

Appendix H: TRASH ROOM RULES

Appendix I: POLICY FOR WORK WITHIN RESIDENCES