



Fairfield at Long Neck Community Rules & Regulations

Pursuant to the Declaration Establishing A Plan For Condominium Ownership of Premises Situate in Indian River Hundred, Sussex County, Delaware and Pursuant to The Unit Property Act Of The State Of Delaware of Fairfield at Long Neck Condominium dated December 30, 2003 recorded in the Office of the Recorder of Deeds, in and for Sussex County Delaware in Plot Book 83, Page 197.

In accordance with the Declaration Code and Code of Regulations for Fairfield at Long Neck Condominium; *“Rules and Regulations concerning the operation and use of the common elements may be promulgated and amended by the Council.....”*

The following rules and regulations governing the use of common elements and areas, units, and all other property in Fairfield at Long Neck, was adopted by the Board of Directors of Fairfield at Long Neck Condominium Association, Inc. on February 7, 2009 **and amended on December 3, 2018, to take immediate effect.**

Definitions:

The word Owner shall mean any person, corporation, partnership, association, trust or other legal entity or any combination thereof, which own fee simple title to a Unit. Occupant shall include a person residing for any length of time within the boundaries of Fairfield at Long Neck and every invitee of such a person. The word invitee shall include a guest of an Owner or occupant, a person rendering a service, and any other person within the boundaries of Fairfield for any reason whatsoever.

The word Park shall mean stopping a vehicle for any length of time other than for traffic control devices and to meet the requirements of safe and lawful travel by vehicle.

The Owner of a Unit shall be liable to the Fairfield Board of Directors for all infractions of the Rules and Regulations committed by any occupant of the Unit or by any invitee of the Owner. The Owner of a Unit shall provide each occupant of the Unit with a copy of these Rules and Regulations.

1. Vehicles.

(a) Vehicles shall be parked only within a designated parking space, a garage, or a driveway serving each Unit, and in no other space. Excluding guests, the maximum number of parking spaces a Unit can occupy is four (4); 2 in the garage, 1 in driveway and 1 in parking lot. No vehicle shall park beside or within any driveway or parking area serving more than one Unit area so as to impede movement by another vehicle. No inoperable or unlicensed vehicle shall be parked within Fairfield at Long Neck for more than forty-eight (48) hours. The Board of Directors shall have the right to cause to be removed from Fairfield at Long Neck, at the expense of the Owner or operator or both and without liability to such Owner or operator, any vehicle operated or parked in violation of any provision of these Rules and Regulations.

(b) No special vehicle shall be parked in Fairfield at Long Neck without prior Council Approval. Special vehicles shall include a vehicle for which parking is not available at a Unit, temporarily or permanently, and any conveyance such as, but not limited to, a commercial vehicle, motor home, camper, snowmobile, or mechanical toboggan, which is not a private passenger automobile, a van, a station wagon, or a pickup truck.

(c) The Board shall be entitled to presume that the Owner and operator of a vehicle within Fairfield have knowledge of these Rules and Regulations.

(d) Every vehicle within Fairfield at Long Neck shall be operated without blowing the horn, screeching the tires, loud car stereo music, or making other noise other than what may be necessary for safe operation of a vehicle.

(e) Speed limit within the community shall not exceed 15 mph.

(f) No vehicle shall be repaired, tuned or otherwise, similarly mechanically serviced or attended within Fairfield at Long Neck, except within a garage or changing a flat tire or providing the minimum of any other emergency service required to make the vehicle operable.

(g) A garage shall be used exclusively for parking and servicing vehicles, and for storage of personal property, except upon permission for another use given in writing by the Board after review. Parking and servicing vehicles shall be performed by an occupant of the Unit, except in case of emergency, shall comply with all environmental and other laws, and shall make no noise which can be heard outside of the garage.

(h) PODS, utility sheds, or other storage containers are not permitted to be parked in driveways, parking lots or any other common area without prior Council Approval.

(i) Boats, jet skis, and boat trailers not housed in the garage are only permitted to be parked in the designated lot during the months of May through September by Special Permit only and can occupy only one, (1) parking space. Permits are available for \$5.00 from the Property Management Office.

2. GOLF CARTS.

(a) Golf carts must be registered with council and when not in use, are only permitted to be parked in Owners driveway or garage. In accordance with Delaware State law, operator must be 18 years of age or older and have a valid driver's license.

(b) All Golf carts must be properly insured by the Owner.

3. Grounds and Walks.

(a) No person within Fairfield at Long Neck, unless authorized by the Board shall: (i) till, seed, plant cultivate, roll, cut, trim, edge, water, fertilize or otherwise treat any land or planting; (ii) salt, wet, obstruct, or use for any other purpose other than ingress and egress, any sidewalk or roadway; (iii) paint, write upon, mount a sign on, remove, mark, deface, repair, or otherwise treat any building, structure, improvement or other part of Fairfield at Long Neck.

(b) Lawn chairs, tables, barbecues, game equipment, toys and such other items shall be stored within a building except when in actual use or as otherwise permitted in writing by the Board. No enclosed common elements or area shall be used for storing bicycles, sleds, baby carriages, baby pens, lawn furniture, ladders, tools, toys, or any other article not authorized by the Board. No activity shall be carried on in Fairfield at Long Neck, which causes unusual wear and tear to the grounds or the landscaping.

(c) No person shall light or maintain a fire within Fairfield at Long Neck except within a proper outdoor grill, or other normal, household equipment. The use of outdoor fire pits and outdoor oil deep fryers is strictly prohibited. Outdoor grills and other cooking equipment shall only be used outside of a Unit and garage, in designated areas, and on ground level, so that smoke does not affect an adjoining Unit. When not in use, outdoor grills will be stored in the garage.

(d) No person shall hunt, trap, clam, crab, or fish within or from Fairfield at Long Neck without prior written approval of the Board. No person shall discharge any firearm within or from Fairfield at Long Neck.

(e) Every person within Fairfield at Long Neck shall refrain from littering.

(f) The activities of all children within Fairfield at Long Neck shall be controlled so as to prevent noise, damage to property, obstruction of sidewalks and roadways, and other disturbance of other persons.

(g) All garbage and refuse shall be kept out of sight in tightly covered, waterproof containers provided by the Refuse Collection under contract by Fairfield at Long Neck. Refuse containers shall be located curbside after 5pm the evening before pick up and by 8:00 A.M. of each designated collection day. Each container must be retrieved following collection and placed in its proper storage place by 6:00 P.M. of the same day. The Board may retrieve any container not timely stored, and charge the Owner \$25.00 per container per retrieval.

(h) No furniture, building materials, bushes or grasses, carpets or bedding is permitted to be placed in totes or curbside. All hazardous waste, flammable materials, pesticides, paint and motor oil is prohibited. Homeowner is responsible for contacting Trash Hauler for special removal or must be removed by the Homeowner in accordance with State and County Rules. Contact Sussex County at <https://dswa.com>

All cardboard boxes must be broken down. Nothing is to be left on the ground surrounding the tote. Lid is to remain properly closed at all time to minimize odor and deter animals and rodents.

4. **Pets.**

(a) The Board may require the removal from Fairfield at Long Neck of a pet which, in the sole and absolute discretion of the Board, created any nuisance, was not properly controlled, or the feces of which was not properly picked up and not properly placed in a garbage container. Dogs and cats shall be kept on a short leash while outside of a Unit. The Owner shall

recover and dispose of feces of pets, which is dropped in a "pet area" designated by the Board.

(b) Tenants are not permitted to have pets.

(c) Pet Owners must not allow any animal to defecate in any area other than the designated "Pet Area" located between Phase I and II and must immediately pick up waste and dispose of in designated receptacles only.

5. Unit Exteriors.

(a) No person shall place any sign anywhere within Fairfield at Long Neck without prior written consent of the Board, nor, without such permission, hang or display any rug, laundry, aerial, fan, air conditioner, wire or other object from any Unit. All shades, blinds, draperies, and other interior window treatments shall show a white or off-white color to the exterior. No screens or screening not installed by the Developer shall be installed on any Unit without prior written approval of the Board. No building exterior shall be altered without the prior written permission of the Board. The foregoing shall not prohibit the display of customary holiday decorations; however, they must be removed no later than two, (2) weeks after the date of the holiday and subject to such restrictions as the Board may from time to time establish. No team logo banners or flags other than the American flag is permitted.

(b) No rugs shall be beaten on patios, balconies or outdoor living areas of any Unit. Neither dust, rubbish, nor litter shall be shaken, swept or thrown from any window, door, patio, porch, balcony or outdoor living area of any Unit. No laundry shall be hung outside of any Unit.

(c) No items such as tires, tools, ladders, or other equipment shall be stored on any deck, patio or porch.

(d) No person shall place a name on any exterior surface except on a mailbox furnished for each Unit by the Developer or the Board. No person shall decorate or adorn any common element or area without prior written permission of the Board.

(e) No refuse shall be carried through or over any common element or area except in a watertight bag or other container adequate to completely shield the refuse, to contain its odor, to prevent it from soiling a common element or area. No dust or dirt shall be shaken, swept or otherwise dropped into any common area. All damage to a common element or area, and all unusual cleaning required, from moving or carrying of any article or material, shall be paid by the responsible Owner and/or occupant and/or invitee.

(f) No dumping will be allowed in any area in or around Fairfield at Long Neck. Anyone found dumping debris of any nature including Christmas trees on Fairfield or surrounding land will be fined \$500, charged for retrieval and proper disposal and may face criminal charges.

(g) Neither propane nor charcoal grilles are permitted on porches, balconies and/or decks.

(h) All Unit entrances and exits shall be kept free of objects.

(i) Replacement of exterior lights must closely match existing fixtures. Refer to website for guidance. Only white bulbs are allowed to be used for all exterior lights.

6. **Noise.**

(a) No person shall play or allow the playing of any instrument or device, shall practice singing or vocal exercises, shall use any tool, or shall engage in any other activity producing a noise which can be heard in a common element or area or in another Unit except between 9:00 A.M. and 9:00 P.M. on Monday through Saturday and 11:00 A.M. and 8:00 P.M. on Sunday. No such noise shall be made at any time, which annoys any other person. The Board shall determine, in its sole and absolute discretion, if a noise is annoying to another person. No person shall engage in any altercation, shout, yell or disturb the peace. Television, radio and other electronic devices shall not be played at any volume above that required for hearing by a person with normal hearing in the same room. Amplified outdoor music is not permitted.

7. **Cleanliness.** (a) All Units shall be kept clean and free of insects and vermin. The Board may provide cleaning or extermination of insects or vermin in any Unit where it is neglected and charge the cost to the Owner of the Unit.

8. **Water and Plumbing.** (a) Water shall not be left running unnecessarily. Unit Owners shall conserve water whenever possible.

(b) Toilets and drains shall be used only to dispose of free-flowing substances for which they were specifically designed. They shall not be used to dispose of sweepings, rubbish, rags, paper, ashes or other such substances.

(c) No person shall tamper with or alter any water or drain pipe without prior written consent of the Board.

9. **Equipment and Installation.** (a) No person shall tamper with or alter any electrical or other cable, line, pipe, apparatus or equipment, which is a common element or area without prior written consent of the Board. No machinery, window/wall air conditioning or other equipment not installed by the Developer, shall be installed or used in any Unit, including the garage, other than normal electric lights or decorative candles designed for household use, shall be installed or used without the prior written consent of the Board. No wires are to be run on the exterior of a Unit.

(b) A written request for use of a Satellite Dish must be submitted to and approved by the Board. No wires or cables are permitted to be run on the exterior of the Unit. Special restrictions apply to buildings **3,5,9,11, and 15** as the land beyond the rear of the Unit structure is environmentally protected wetlands.

10. **Use of Property as Rental Unit.**

(a) Daily rentals are strictly prohibited

(b) Maximum number of persons permitted per Unit is six, (6).

(c) Prior to occupancy, Owner must provide Council with a signed copy of the lease agreement including the following information: lease holder name and contact number, names of all occupants and the age of children under 18, the make, color, model and plate number of all vehicles, and if applicable, the name, address and contact number of the rental agent.

(d) All tenants are subject to the Fairfield at Long Neck Declaration Code and Rules and Regulations. Owner or rental agent must supply lease holder with a copy in its entirety and must provide Council with a signed, dated copy of the Fairfield document dated 1/26/09 "**Rules Governing Use of Property as A Rental Unit**" which is available on the Fairfield Website or from Council upon request.

(e) Pets owned by tenants and guests is strictly prohibited

(f) Owners are responsible for all fines and penalties imposed resulting from tenant violations.

11. **Swimming Pool.**

(a) The Pool is for the exclusive use of Fairfield Homeowners and their guests.

(b) Electronic pool entrance cards will be issued and/or activated annually to homeowners providing their association dues and/or any outstanding fines or special assessments are paid. Homeowners must complete and sign a pool registration form annually and certify that they have read and will comply with the Fairfield document "FAIRFIELD POOL RULES AND REGULATIONS" governing the use of the pool.

12. **Explosives and Inflammables.** (a) No fireworks, explosive or other inflammable material other than propane for gas grills, shall be brought into Fairfield at Long Neck.

13. **Keys to Units.** (a) The Board shall be entitled to one key to each Unit for emergency use. No person shall change a lock for which the Board has a key without supplying another emergency-use key to the Board.

14. **Sales.** (a) No garage, auction or other form of sale shall be held on Fairfield property without written Board approval.

15. **Increase of Risk.** (a) No person shall do, permit to be done, keep, permit to be kept, or fail to do, anything which will in any way increase the risk of fire or other casualty, increase the rate of fire insurance premiums, or cause any threat to the public health in Fairfield at Long Neck.

16. **Fines and Penalties.** (a) Failure on the part of any Owner, guest or tenant to comply with the DECLARATION CODE OF REGULATIONS and RULES AND REGULATIONS FOR FAIRFIELD AT LONG NECK CONDOMINIUM will be subject to fines and penalties as follows:

First Notice/Offense \$100

Second Notice/Offense \$200

Third Notice/Offense \$500

(b) Homeowner Association monthly fees are due on the first of each month. A \$25.00 penalty will be imposed each month a payment received after the last business day in said month. Accounts more than 60 days in arrears will be referred to a collection agency and/or a collection attorney and subject to additional fees and legal costs associated with liens and judgments.

(c) Any violation that poses a threat to the safety of the community and/or others not corrected immediately will be handled by property management at the Owner's expense.

(d) Violation notices and statement of accounts will be sent via US mail, certified, to the last known address provided by Owner. Owners who wish to dispute fines, and/or penalties may appeal to the Board in writing, no later than 30 days from the date of the notice. Failure to pay a fine or penalty within 30 days from the date of the final decision will be subject to an additional \$50 late fee and will accumulate until the fine is paid in full.

17. Fire Suppression Sprinkler System. (a) As required by Sussex County Delaware, residential dwellings more than two (2) stories high must be equipped with a fire suppression water sprinkler system. In order to protect against pipes freezing and subsequent system failure during the winter months of November through March, Owners must maintain a heating temperature of at least 65 degrees. You may also receive an emergency call from Council to increase the temperature further should the outside temperature and wind chill drop to below 20 degrees. A failure on the part of an Owner or occupant to comply will result in a \$500 fine per month and subject to legal action that may taken and the cost thereof.

Note: An annual inspection of the fire suppression system is required by the State of Delaware. Sprinkler heads found with paint or other damage caused by negligence will require replacement/repair by the HOA's contracted service provider at homeowners' expense. It is therefore critical that you pay close attention when painting the surface areas surrounding a sprinkler head to avoid damage. Any attempt by the homeowner to clean the sprinkler head will result in detonating the system causing significant water damage.

Additionally, sprinkler pipes run through each unit within the building structure and are often located aside a wall stud. For this reason, you must be extremely careful when nailing into the wall and would be better served using a 3M Command Strip.

SIGNATURES

The Fairfield at Long Neck Board of Directors have affixed their respective signatures on this 3rd day of December, 2018

Council for Fairfield at Long Neck

BY: _____

Edward Rutecki, Fairfield HOA President

BY: _____

Sandra Carl, Council Member

BY: _____

Robert McLucas, Council Member