

Resolution – 2012 - 1
January 20, 2012
Revised April 16, 2012

**RESOLUTIONS OF THE COUNCIL/EXECUTIVE BOARD OF:
The Village of Cinderberry Homeowners Association and
The Village of Cinderberry Property Owners Association
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WHEREAS, following a detailed discussion, the Village of Cinderberry HOA and POA Board of Directors has determined, after review of the governing documents of other local condominium associations, and the leasing situation within The Village of Cinderberry, it would be appropriate to impose certain restrictions on owners leasing units within The Village of Cinderberry;

WHEREAS, Section 7.30. Rental of Units. (Property Owners Association) The Developer or the Association may from time to time adopt rules and regulations pertaining to the rental of Units. Owners of rented Units shall be personally liable for the failure of a tenant or any invitee of a tenant to abide by rules and regulations pertaining to the use or occupancy of the Development (See also, Section 7.7 - Age Restrictions). The Owners of any units shall obtain the approval of the Developer or the Association for any leases of units within the Village of Cinderberry and;

WHEREAS, pursuant to Section 5.16. Leasing (Homeowners Association) The Developer or the Association may from time to time adopt rules and regulations pertaining to the rental of Units. Owners of rented Units shall be personally liable for the failure of a tenant or any invitee of a tenant to abide by rules and regulations pertaining to the use or occupancy of the Development (See also, Section 7.7 - Age Restrictions). The Owners of any units shall obtain the approval of the Developer or the Association for any leases of units within the Village of Cinderberry.

WHEREAS, pursuant to Section 7.7. Age Restrictions – Senior Residential Community. It is the intention of the developer/owner, Circle J Venture, LLC, hereinafter referred to as "the Developer", to ensure the development of The Village of Cinderberry, Phase A, and any of the subsequent phases, at the discretion of the developer, as a senior residential development for persons primarily fifty (50) years of age or older. Developer is requiring and imposing as a restriction of the development of The Village of Cinderberry, Phase A that 80% of the residences to be erected have on permanent occupant who is at least fifty (50) years of age, and that one occupant in the remaining 20% be at least 25 years of age. Occupants with a family will be permitted within the above criteria. No unit will be sold unless one of the purchasers is at least 50 years of age until at least 80% of the units in The Village of Cinderberry, Phase A, have been sold to individuals who are at least fifty (50) years of age or older, or to family units in which at least one member is fifty (50) years of age or older. Once the 80% purchase level is reached, and if there are then no persons fifty (50) years of age or older seeking to purchase units, then the Developer may, at its discretion, sell units to purchasers or family units where no person is fifty (50) years or older. However, in making such sales, Developer will give preference to relatives or caregivers of current residents in the Village of Cinderberry, Phase A. Any person taking title to a lot in The Village of Cinderberry agrees to be subject to and cooperate with a periodic survey to verify at least 80% of the units are occupied by at least one person fifty (50) years of age or older. This survey will be conducted by The Village of Cinderberry Homeowners Association, its successors and/or assigns, and documentation to verify this age requirement shall be a drivers license or birth certificate.

Any owner of a unit in The Village of Cinderberry shall be free to list such unit for sale with the real estate broker of his or her choosing; provided, however, that the broker is made aware of the

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age qualifications, and that resales are restricted to persons 50 years of age or older, or to family groups having a member at 50 years of age or older. However, if an individual or individuals less than 50 years of age are bequeathed or inherit a unit, may occupy the unit, so long as such occupancy does not violate the requirement at least 80% of the units in The Village of Cinderberry be owned an occupied by persons 50 years of age or older, or by family units having one member 50 years of age or older.

NOW, THEREFORE, BE IT RESOLVED, that the following rules and regulations regarding Leasing of Units are imposed, effective upon approval of The Village of Cinderberry Executive Board of Directors and The Homeowners Association Council:

1. Unit owners shall comply with the Age Qualifications of Section 7.7 when leasing their unit, and shall check with the Management Company to make sure at least one person on the lease is in compliance and in accordance with the 80% over 50 years of age or 20% over 25 years of age requirement before signing the lease. The Management Company keeps track of the percentages of age qualified persons in accordance with Section 7.7.
2. No portion of a dwelling unit, other than an entire dwelling unit, may be leased or rented unless the prior written approval of the Board of Directors is obtained.
3. The Unit Owner shall prohibit the subleasing by a tenant of the property.
4. As stated in Section 9.(a) of the Declaration Establishing a Plan for Condominium Ownership, "No part of the Property shall be used for other than housing and the related common purposes for which the Property was designated. Each Unit shall be used only for residential purposes and shall be occupied only by as many persons as do not burden the Unit or Common Elements."
5. All leases shall (1) be on file with Management Company for the Association and also with the Town of Georgetown if required by the Town; (2) Owners are responsible for contacting the Town of Georgetown for appropriate rental paperwork/filing; for paying appropriate fees, and providing a copy of the Rental permit to the Management Company for the Association; (3) contain provisions advising the tenant(s) of his or her obligation to comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association: and (4) provide that the Association shall have the right to require the owner/landlord to take the appropriate steps to terminate the lease agreement when the tenant is violating the provisions of the Declarations, the Bylaws or rules and regulations of the Association, or of any other document, agreement or instrument governing the dwelling units and/or the Property. Units Owners submitting a lease to the Management Company can contact the Management Company before submitting their lease concerning portions of the lease agreement they wish to edit out for privacy reasons. Unit owners shall have 30 days after the effective date to submit their leases to the Management Company or Section 13 of these Rules and Regulations shall be enforced.
6. The Owner(s) give up their rights to use the amenities (e.g. Swimming Pool, Community Center, etc.) within The Village of Cinderberry when the Unit is being leased. The person or family unit who are leasing acquire the rights to the amenities as long as the lease is valid.

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7. The Owner(s) of a leased Unit shall notify the Association in writing of the Owners current address. In addition, the Owner(s) shall also notify the Association how the Association can get into the unit if there is an emergency or if the Association has to exercise their right to enter the unit, and shall specifically designate the Associations or the management company that authority, and specifically waive the right by Delaware Code for 48 hours notice to enter the leased premises in the lease agreement. Entry of a leased premise must be between 8:00 a.m. And 9:00 p.m., except in case of emergency.

8. The Owner(s) of a leased or rented dwelling unit shall be jointly and severally liable with his/her tenant(s) to the Association to pay any claim for injury or damage to persons or property caused by any action or omission, including, without limitation, the negligence of the tenant(s).

9. Every lease shall be subordinate to any lien filed by the Association, whether before or after such lease was entered into.

10. The minimum term any dwelling unit may be rented or leased shall be one (1) year, and in no event may a transient or seasonal tenant be accommodated in any dwelling unit.

11. In the event of a broken lease i.e., the tenant has vacated/abandoned the premises prior to the expiration of the lease, or the landlord brings a summary possession action of nonpayment of rent, or for rules violations prior to the expiration of the lease agreement, or the tenant brings an action to terminate the lease agreement prior to the expiration of the initial lease term due to violations by the landlord, Unit Owners must notify the Management Company immediately. Broken leases before their full term shall be reviewed by the Executive Board of Directors or Homeowners Association Council on a case by case basis.

12. The Village of Cinderberry is a condominium community that primarily provides residential, maintenance free Units for those 50 years and older. Only one Unit within the Village of Cinderberry can be owned by one person or entity at any given time for the express purpose of leasing the unit(s) to preserve the nature and serenity of a retirement community.


13. The Executive Board of Directors or the Homeowners Association Council shall impose fines and other sanctions on those who do not comply with this policy. Unit Owners are responsible for providing their tenants with copies of the Declaration for Establishing a Plan for Condominium Ownership, Code of Regulations, Declaration of Covenants, Conditions and Restrictions, By-Laws, and all current and future Rules and Regulations.

RESOLVED FURTHER, that the Resolution be effective on April 18, 2012 and that Legum & Norman, Inc. is authorized to send a written notice with a copy of the Resolution to all Unit Owners on or before May 18, 2012 advising of the Resolution and the effective date of such Resolution.

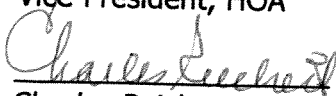
RESOLVED FURTHER, that the Board of Directors and Council and/or the Management Company for the Association are hereby authorized to take such actions and execute such documents as may be necessary to implement these resolutions and the actions taken by such resolutions.

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Amended, Adopted and Approved at the April 16¹⁸, 2012 Executive Board of Directors and the
Homeowners Association Council meeting. *CRB WHB HCB WMS GRB*



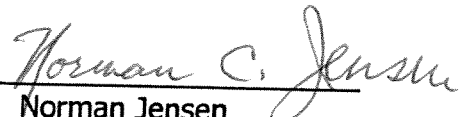
Glenn Bilger
President, POA
Vice President, HOA




Charles Reichert
Treasurer, POA & HOA



Bill Bryan
Member at Large, POA & HOA



Norman C. Jensen
President, HOA
Vice President, POA



Wilmetta Stevens
Secretary, POA & HOA