

THE ENGLISH VILLAGE CONDOMINIUM

CODE OF REGULATIONS

EFFECTIVE DATE: 2-1-80

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ARTICLE I

IDENTIFICATION OF PROPERTY

This code of Regulations governs administration and management of THE ENGLISH VILLAGE CONDOMINIUM, located on Kenton Road (Kent County Road #104) near Dover, Delaware, a condominium project submitted to the provisions of Title 25, Chapter 22 of the Delaware Code, known as the Unit Property Act, by Declaration dated the 27th day of March, 1973, and recorded in the Office of the Recorder of Deeds, in and for Kent County, in Deed Record M, Volume 28, Page 1. A detailed plan of the project appears in a Declaration Plan prepared by Donald T. Nahrgang and Associates, Inc., architect, dated the 27th day of March, 1973 and recorded in the aforesaid Office of the Recorder of Deeds, in Kent County.

ARTICLE II

MEETINGS: NOTICE THEREOF: WAIVER

1. Meetings of Unit Owners

(a) An annual meeting of the unit owners shall take place on the first Tuesday in March of each year, at such generally convenient time and location as may be specified by the President of the Council in a written notice mailed or delivered to each unit no sooner than ten days before, and no later than five days before, the date of the meeting. The purpose of the meeting shall be to elect members of the

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Council and to transact such other business as may then come before the unit owners.

(b) Special meetings of the unit owners shall be promptly called by the President of the Council whenever the Council so directs; or by any member of the Council who is presented with a petition signed by unit owners representing an aggregate of twenty per cent (20%) of the total unit owner vote entitled to be cast. Written notice of any such meeting shall be mailed or delivered to each unit no sooner than ten days before, and no later than five days before, the date of the meeting, except that special meetings called under circumstances designated in good faith by the Council as constituting an emergency may be held as soon after the delivery of notice as the Council shall decide. The notice shall specify a generally convenient date, time and location of the meeting, and shall state with particularity the business to be transacted. No special meeting shall be called except for the purpose of transacting a particular item or items of business. No business shall be transacted except that specified in the notice unless all unit owners are either present or represented at the meeting.

2. Meeting of Council

(a) An annual meeting of both the incumbent and the newly elected Council members shall take place immediately after the annual meeting of the unit owners. The first item of business at such meeting shall be the election of officers among and by the newly elected Council members. This election shall be conducted by the incumbent President. Thereafter, the incumbent Council members shall proceed to conduct any

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other business which may be brought before the Council. The annual meeting shall then be adjourned for no more than thirty (30) days, to a generally convenient time and place as determined by majority vote of both incumbent and newly elected Council members. During the period of adjournment, the incumbent officers shall assist the newly elected officers in becoming familiar with the responsibilities, problems, procedures and techniques of their office. When the meeting is resumed following the period of adjournment, the incumbent officers shall make a final report to the Council. Thereupon, the incumbent Council members and officers shall be regarded as having concluded their terms, and the newly elected Council members and officers shall commence their terms, setting dates for the regular meetings of Council, considering a budget for the coming year, and transacting such other business as may then come before the Council.

(b) Special meetings of Council members shall be called whenever the President deems appropriate, or whenever he is presented with the written request of two other Council members. All council members shall receive a notice specifying a generally convenient date, time and location of the meeting, and shall state the business to be transacted. This notice must be posted in each building. No business shall be transacted except that specified in the notice unless all Council members either are present or subsequently waive the necessity for notice. No special meeting shall be called by petition until after the first annual meeting has been held.

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(c) Regular meetings of the Council shall take place at intervals of four months or less. The date, time and location of such meetings shall be set at the annual meeting of the Council by a majority agreement of the members. Written notice shall be mailed or delivered to each member no sooner than fourteen days before, and no later than five days before, the date of each such meeting. The purpose of the regular meetings shall be the transaction of such business as may come before the Council.

3. Waiver of Notice

(a) Attendance at any meeting by a unit owner or Council member who has not been given notice thereof shall constitute a waiver of the necessity for such notice.

(b) Any unit owner or Council member may waive the necessity for notice of any meeting before or after the occurrence of such meeting.

4. All meetings shall be conducted according to Robert's Rules of Order.

ARTICLE III

QUORUM: EFFECTIVE VOTE: PROXIES: ORDER OF BUSINESS

1. Requisites for a Quorum

(a) The presence in person or by proxy of any number of unit owners who held in the aggregate fifty-one per cent (51%) or more of the total unit owner vote entitled to be cast, shall constitute a quorum for the transaction of business by the unit owners.

(b) The presence in person of a majority of Council members shall constitute a quorum for the transaction of business by the Council.

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(c) If any meeting of unit owners or Council members cannot be convened because a quorum has failed to attend, the meeting may be adjourned to a time not less than twenty-four hours from the time for which it was originally called, and thereafter may be adjourned for successive periods of no less than twenty-four hours until a quorum is obtained.

2. Vote Necessary For Resolution

Except as otherwise specifically provided in the Declaration or elsewhere in these Regulations, the vote of a majority of the aggregate percentage of the total vote present and cast at a unit owners' meeting shall be sufficient to adopt any duly proposed resolution of the unit owners. The voting power represented by each unit shall be cast as a unit. Votes of units standing in the name of the Council are not entitled to be cast.

The Vote of majority of Council members present and voting at a Council meeting shall be sufficient for the transaction of business by the Council.

3. Proxies

Unit owners may be represented and vote at any meeting by proxy. Proxies must be in writing on a form prescribed by the Secretary of the Council and filed with such secretary prior to or at the commencement of the meeting at which the proxy is to be used. No proxy shall be for greater duration than one year.

4. Order of Business

The order of business at all meetings insofar as pertinent or

necessary shall be as follows:

Roll call  
Proof of notice of meeting or waiver of notice  
Reading of minutes of preceding meeting  
Reports of officers  
Reports of committees  
Removal of members or officers of Council  
Election of inspectors of election  
Election of officers of Council  
Unfinished business  
New business

#### ARTICLE IV

##### ELECTION OF COUNCIL MEMBERS: AND TERM AND LIABILITY

###### 1. Number and Qualification of Members

There shall be a maximum of nine and a minimum of five members of Council who shall be unit owners and residents of the State of Delaware, and who shall be bondable, and from different buildings. Each building shall be entitled to representation on Council by one of its owners.

A newly elected Council member shall qualify for office by submitting a Statement of Candidacy to the Secretary of Council, attend its annual meeting and the minimum number of regular meetings of Council.

Nominations from the floor at the annual meeting will be accepted.

Such nominees must be present and state willingness to run for office.

###### 2. Term of Office

The term of office for each council member above shall be for one year, subject to the right of unit owners to remove him after he has had an opportunity to be heard at a meeting hold for that purpose, but no Council member shall be removed by less than fifty-one per cent (51%) of the total unit owner vote entitled to be cast.

3. Vacancies

In the event of a vacancy of Council the unit owners from the building from which Council member has vacated, shall submit the name of the candidate to the Secretary of the Council, with a statement of candidacy by said candidate. A candidate shall become a member of Council by majority of vote of remaining Council members. In the event there are more than one candidate, names and statements of candidacy shall be submitted to Council to be voted on by all unit owners by ballot within a period of 30 days after vacancy has occurred.

4. Election Procedure

Election of Council members shall take place each year at the annual meeting of the unit owners. No one shall be elected to the Council against his consent, or without having first filed a statement of his candidacy with the Secretary of the Council, or by nomination from the floor at the annual owners meeting (provided the nominee is present). A member shall be elected to Council by a majority of the total unit owner votes entitled to be cast for him/her. If no candidate for a given seat on the Council obtains such a majority on the first ballot, then the candidate receiving the least portion of the vote shall be eliminated and a second ballot shall be taken. This procedure shall be repeated as often as required to obtain a majority vote. The voting shall be by written and secret ballot, supervised by three election inspectors elected by the unit owners at the annual meeting or any special meeting at which a Council member is being elected.



5. Liability and Compensation of the Council Members

The members of the Council shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual wilful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the Council's members against all contractual liability to others arising out of contracts made by the Council on the unit owners' behalf unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Regulations. The liability of any unit owner arising out of the aforesaid indemnity in favor of the members of the Council shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements.

6. Bond

All Council members and employees shall be bonded in an amount and to the extent necessary to provide the unit owners, occupants and mortgagees with adequate protection.

ARTICLE V

ELECTIONS AND KINDS OF OFFICERS

The Council shall elect each year at its annual meeting, from among its members, a President, a Secretary, and a Treasurer. The offices of Secretary and Treasurer may be filled simultaneously by one and the same person. An officer shall be elected by majority vote.

ARTICLE VI

TERM, DUTIES, COMPENSATION OF OFFICERS

1. Term; Removal and Vacancies

Each officer shall serve for a term of one year, subject to the Council's right to remove any member from office, after he has had an opportunity to be heard at any meeting called for that purpose.

Vacancies shall be filled at a meeting of the Council called for that purpose and held as soon as practicable after the vacancy has occurred.

2. Duties of Officers

(a) The President shall preside at all meetings of the unit owners and at all meetings of the Council. He shall have the powers and duties generally associated with the Office of the President of an association of individuals, including but not limited to the power to appoint committees from time to time among Council members and any unit officers willing to assist in the conduct of the Project's affairs. The President with the consent of Council, shall hire, supervise, discharge and be ultimately responsible to the unit owners for the performance of, persons employed by the Council for management, maintenance, accounting or any other purpose. He shall oversee all arrangements for water service, gas, electricity, trash disposal, insurance, security, maintenance, repairs, reconstruction, and all other contracts relating to the common elements or to the project as a whole.

(b) The Secretary shall keep or cause to be kept minutes of all meetings of the unit owners and of the Council. He shall receive and send out correspondence on behalf of the Council. He shall have charge of such books, papers, and documents as the Council may direct; and shall in general perform all the duties incident to the office of Secretary of

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of an association of individuals. He shall promptly inform any institutional lender holding a first mortgage against one or more units, which has registered as such with the Council, of any delinquency extending thirty days or more in payment of any general or special assessment on such unit or units.

(c) The Treasurer shall have custody of all cash, securities, checkbooks, and other personal property (or evidence thereof) jointly owned by the unit owners. The Treasurer shall also have custody of and shall maintain accurate books of account. Within thirty days after the unit owner's annual meeting, the Treasurer-elect, with the assistance of the incumbent Treasurer, shall prepare a detailed estimate of the project's expenses for the coming year. A copy of the estimate shall be mailed or delivered to every Council member and to every unit at the close of such thirty day period. The unit owners and Council members shall have seven(7) days thereafter in which to demand that a special meeting be called for the purpose of discussing and approving the estimate. If no such meeting is demanded, the estimate shall be deemed acceptable and the Treasurer shall rely thereon in collecting monthly assessments from each unit owner.

The Treasurer shall cause an audit to be made at the end of each budget year of the Condominium financial transactions and status.

The Treasurer shall within ten (10) days after being directed and authorized by the Council to make additional assessments for expenses not included or accurately forecast in the initial estimate, prepare an explanation of same for prompt delivery by the Secretary to each unit.

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The unit owners shall have five (5) days after such delivery in which to demand that a special meeting be called for the purpose of discussing and approving the additional assessment. If no such meeting is demanded, the assessment shall be deemed acceptable.

The Treasurer shall give the Secretary all information required to inform each unit owner of the monthly and special assessments due. The Treasurer shall be responsible for collecting all assessments from the unit owners, and all other income, rents, or proceeds due to the Council for the common benefit of the unit owners. He shall deposit and keep funds so collected in such account or accounts as the Council may direct. No withdrawals shall be made from said accounts except on the signatures of both the Treasurer and the President; provided, however, that whenever necessary, withdrawals may be made on the signatures of any three Council members.

The Treasurer is authorized and empowered to provide, at a reasonable fee, which shall be used to defer the Council's expenses, management assistance to unit owners who wish to lease their units. Such assistance may include seeking a tenant, collecting rents, and administering the unit in accordance with the terms of the lease. The Treasurer shall have the right in his sole and absolute discretion to refuse such assistance to any unit owner.

In the President's absence, the Treasurer shall act as President Pro Tem at any duly convened meeting.

3. Compensation of Officers; Delegation of Duties

The performance of, but not the responsibility for, any officer's duties may be delegated by the Council if the officer so requests to any suitable person employed by the Council. No officer shall be paid any compensation for his service in such capacity, except as may be provided for by vote of the unit owners at their annual meeting.

ARTICLE VII

WORK ON COMMON ELEMENTS AND UNITS

1. Common Elements - Upkeep Procedures

(a) Repair, maintenance and replacement of the common elements shall be undertaken only by employees or agents of the Council and at the Council's direction.

No unit owner or occupant shall paint or otherwise adorn any of the common elements; place fans, air conditioning units or other devices or signs in any exterior window; permit any wires to be installed for telephone, television, radio, ornamental lights, or other purpose along the face or through the interior of any common element, or install any antenna outside the unit, without first receiving written permission of the Council, which permission if given may at any time thereafter on the (10) days written notice be withdrawn.

(b) Any need or suspected need for repair, maintenance, or replacement of any common element from within a unit shall be promptly brought to the attention of the Council by the owner or occupant of that unit. The employees or agents of the Council shall have the unhindered right to enter, leave, and move about in the unit as frequently and to whatever

extent necessary to accomplish the required work. They shall also have the right to inspect each unit once every year to ascertain its condition.

(c) Emergency work within a unit may be accomplished by the Council or its agents at any time and without advance notice. All other work and the annual inspection shall be accomplished at such time or times as the Council, after ascertaining the desires of the unit owners and occupants and with due regard for their convenience, may specify by written notice delivered to the unit involved at least thirty (30) days in advance.

(d) The Council may delegate to a full or part-time project Engineer or Manager employed for such purpose all or any part of its duties and powers with respect to upkeep of the common elements but may not delegate its responsibilities therefore. Council may from time to time contract with any firm, person or corporation for this performance of any maintenance, replacement, repair or reconstruction. For one-time expenditures of over Three Hundred Dollars (\$300.00), at least two (2) competitive bids will be obtained and presented for Council consideration and approval.

(e) In the event that the Council fails to maintain the project in accordance with its duties hereunder, any unit owner, occupant, or institutional first mortgagee shall have the right to compel the specific performance of the Council in a Court of Equity. Should the Council fail to make emergency repairs within twenty-four hours of receiving notice of the need therefor, any unit owner, occupant or institutional first mortgagee affected may cause the same to be made and seek reimbursement

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from the Council in a Court of Law. All doubts shall be resolved by the Court in favor of the Council's actions if undertaken in good faith. A reasonable allowance for attorney's fees shall be awarded to whichever side prevails in a lawsuit based on this provision.

2. Common Elements - Upkeep and Costs

(a) The costs of materials, labor, services, supplies and any other expenses incurred to repair, maintain, replace or reconstruct the common elements shall be paid by the Treasurer from assessments collected and reserves created or funds received for such purpose. Costs and expenses forecast in the Treasurer's annual estimate may be paid without further authorization of the Council. All other costs and expenses must be separately authorized. The Council shall have the power to borrow funds for maintenance, repairs, or replacements if necessary to prevent waste or meet an emergency. Otherwise, the Council shall first seek the authorization of the unit owners in order to borrow; but no lender shall be required to demand more or look behind the Council's representation that the borrowing of a given amount for a given purpose is authorized.

(b) Any damage to a unit owner's or occupant's personal property or unit which occurs in the course of repairs, maintenance or replacement of the common elements by the Council shall be reported to the Council as soon as discovered. If satisfied that the damage was so caused, and not as the result of any carelessness on the part of the unit owner or occupant, the Council shall make a reasonable reimbursement therefor.

(c) Any maintenance, replacement or repair to the common elements made necessary by an act or acts of a unit owner, occupant, or invitee

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other than such as occur in the course of normal, careful usage resulting in ordinary wear and tear, shall be assessed solely to the unit owner involved.

3. Work on Units by Unit Owners

(a) Each unit owner must promptly, at his own expense, perform all maintenance and repair work within his unit, exclusive of common elements, which if not performed would or might cause damage to any portion of the common elements or to any portion of any other unit including the contents thereof. Each unit owner shall be strictly liable for damage and personal injury caused by his failure to so perform.

(b) All repairs, maintenance, and replacements required in connection with any unit exclusive of common elements shall be the responsibility of that unit's owner. The Council may, but need not, undertake to arrange for repairs, maintenance and replacements which are the unit owner's responsibility if the unit owner so requests and deposits with the Council in advance an amount of money estimated by the Council as being sufficient to meet the cost of the work to be done. Any excess will be refunded, and any deficiency will be assessed, to the unit owner.

(c) No unit owner or occupant shall make any structural installation of alteration without approval of Council. A unit owner or occupant desiring to make a structural installation or alteration shall first so notify the Council in writing. He shall furnish the Council with such further information and drawings as may be requested. The



Council shall have thirty (30) days from its receipt of the notification within which to deliver to the unit owner involved, its written approval or disapproval. The Council shall be justified in resolving all doubts regarding duress, damage to and safety of the common elements and other units and occupants against the proposed installation or alteration.

In the event that an installation or alteration is made, without approval of Council, Council will have the right to require that said installation shall be removed or the alteration to be changed back.

4. Reconstruction Using Insurance or Condemnation Proceeds

(a) In the event of damage to or destruction of any building or other common element as a result of any casualty against which the Council has obtained insurance, the Council shall arrange for the prompt repair and restoration thereof, including non-supporting partition walls, wall board, asbestos tile flooring, electrical outlets, lighting fixtures, plumbing fixtures, doors, windows, and heating and air-conditioning units, but only to the extent that the same were in existence on the date of this Declaration and considered in determining the replacement value of the building for insurance purposes, or are otherwise covered by the insurance coverage provided. (Carpeting, furniture, appliances, and other furnishings and decorations within the units shall be the responsibility of the unit owners.) The insurance trustee or Council, as the case may be, shall disburse the insurance proceeds to the contractors engaged in such repair and restoration in appropriate progress payments.

The foregoing provisions are subject to the condition that no such work shall be begun or continued nor shall any disbursements be made if the condominium or any part thereof is validly the subject of any suit in partition by reason of the damage or destruction. Such suit to be effective must be brought within seven (7) days after the occurrence of the damage or destruction, unless the Council in writing extends this time limitation; otherwise the right to partition shall be conclusively deemed waived.

(b) In the event of damage to or destruction of any building or other common element as a result of a taking under the power of eminent domain, the Council shall to the extent practical and possible arrange for the prompt repair and restoration of the remainder thereof, and shall disburse proceeds received as compensation to the contractors engaged in such repair and restoration in appropriate progress payments. Such proceeds as are not needed for repair and restoration shall be divided among the unit owners in the same manner as insurance and salvage proceeds would be divided after a casualty and as the result of a suit for partition.

5. Borrowing by Council

The procedure for the borrowing of funds for non-emergency or long term capital improvements projects shall be as follows:

(a) The Treasurer and/or Council shall obtain quotes, proposals, and other data pertinent to the proposed project. This information should include preliminary financing plans based upon inputs from potential lenders.

(b) Council shall prepare and present to unit owners for their consideration, a written proposal setting forth: the exact nature of the project; why it is needed or wanted; proposed financing arrangements; and the cost impact on the regular assessment ("Council Fees") for each size of unit.

(c) The written proposal shall be accompanied by a ballot. This ballot shall provide the unit owner with voting choices to: approve the proposal, disapprove the proposal, or request a special meeting of owners to discuss the proposal. The ballot, executed and signed by the unit owner(s), shall be returned to Council within fifteen (15) days of receipt by the unit owner(s).

(d) Council shall then meet and tally the ballots. Valid ballots must be received from owners representing a total of more than fifty per cent (50%) of unit ownership; otherwise, a quorum of ownership shall not exist and the proposal will be considered to be inactive. However, Council is authorized to re-submit the proposal, in whole or in part in modified form, at any time.

(e) Within fifteen (15) days of the tally of ballots, Council shall issue a written report of the results to unit owners. This report will include a listing of votes, by unit, for each choice (approve, disapprove, or request a meeting.)

(f) The proposal shall be considered approved for Council implementation if at least seventy-five per cent (75%) of the ownership votes received are marked "approve".

(g) If the total of ownership votes received to approve plus the total to request a meeting represents seventy-five per cent (75%) or more of total votes cast, but the total votes to approve is less than seventy-five per cent (75%) thereof, Council shall arrange for an owner's special meeting to discuss and vote on the proposal at an appropriate place and time.

(h) If the total of votes to disapprove is more than twenty-five per cent (25%) of the ownership vote cast, the proposal shall be considered to have been rejected.

(i) Unit owners may from time to time petition Council to consider projects of the nature covered herein. Council is authorized to reject or pursue such projects at its discretion.

#### ARTICLE VIII

##### COLLECTION OF COMMON EXPENSES

###### 1. Budget and Assessments in Advance

The Council shall have the power and authority to prepare a budget for each year in advance and to make assessment each month in advance for the common expenses projected in such budget. No objection shall be made to any assessment on the basis that the expenses which such assessment is intended to meet have not yet been incurred. The budget and assessments therefor may provide for the creation of reserves to meet unforeseen contingencies or to provide for expenses which may not be incurred until an undetermined time in the future beyond the one year period during which the budget is in force. Each unit shall be assessed

in proportion to the percentage interest in common elements ascribed to that unit in the Declaration.

2. Advance Deposit

The Council may require each unit owner to deposit with the Treasurer an amount to be used for common expenses, which amount shall not exceed three times the current monthly assessment against the unit. The fund so created shall be used for the purpose of meeting current operating deficiencies caused by the late payment or non-payment of assessments, for prevention of waste or damage in emergencies, or for collateral if emergency borrowing is required to prevent such waste or damage.

*Don't have  
to put  
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3. Manner of Paying Assessment

(a) Assessments shall be paid by check, cash or money order delivered to the Treasurer or Property Manager on or before the first day of each month, and shall be considered delinquent after the tenth day of each month.

(b) Council shall be empowered to authorize the Property Manager to levy charges against delinquent payments.

4. Acceleration of Assessment Upon Default

In the event that the monthly or any special assessment of any unit owner remains unpaid, regardless of the amount which he has on deposit, or in the event that the amount on deposit remains deficient, for a period of more than sixty (60) days, the Council shall have the right to call in writing for immediate payment of all sums past due and all assessments scheduled to become due during the remainder of the fiscal year, as if this aggregate amount had originally been due and payable in

full. The Council may take any and all steps available within the law to collect the amount due.

5. Effect of Unpaid Assessment

So long as any general or special assessment is due and unpaid, the unit subject to such assessment shall not be sold or encumbered, nor shall any lease thereon be assigned, nor shall any existing lien or encumbrance be extended or increased, except with the Council's written consent, and any rents, common profits or other income rights with respect to such unit shall be deemed assigned to the Council as security. This paragraph shall be subject to such rights as may be then vested in the institutional first mortgagee of such unit, if any.

6. Suspension of Utilities as Penalty

If any general or special assessment remain due and unpaid for more than fifteen (15) days, the Council shall have the right to suspend any centrally supplied utility or service for the unit as to which the assessment is due. No such suspension shall reduce the affected unit's liability for common expenses during the time of such suspension or thereafter.

7. Settlement: Expenses of Collection

Every unit owner against whom legal action is taken to collect an assessment or enforce any covenant, condition, obligation or restriction shall, if judgment is rendered against him, be liable for all Court costs and for a reasonable attorney's fee, the same as if such costs and fee were part of the original amount due, except that no interest shall be calculated on the costs and fee.

The Council shall have the right to settle any claim against a unit owner, occupant or other person or legal entity for such amount and on such terms as the Council believes to be in the project's best interests.

8. Deposit Credited to New Owner

Any advance deposit held by the Condominium Council for the account of a unit owner who conveys his unit to a new owner shall automatically be deemed assigned to such new owner and shall be credited to the new owner's account, notwithstanding any demand or instruction to the contrary.

ARTICLE IX

RULES AND REGULATIONS

1. Rules of Conduct

The Council may from time to time promulgate and amend rules governing the use and operation of the project facilities and common element in general.

2. Amendments to Code of Regulations

Subject to the right, power and authority reserved to unit owners, the Council may from time to time amend the Code of Regulations.

3. Unit Owner Approval

Except with respect to the Amendments set forth in Exhibit A and B attached to the Declaration, no Rule of Conduct, and no Amendment to the Code of Regulations, shall be recorded or become effective until a copy thereof has been made available for inspection by all unit owners at some convenient place in the project for a period of at least fifteen

(15) days following written notification to each unit indicating the general purpose of the rule or amendment and the location of the copy. Any time before or after the effective date of the rule or amendment the unit owners may rescind it by a majority of the total vote cast. Rescission shall automatically revive the previous status of the Rules or Code as the case may be. The unit owners shall not have the power themselves directly to promulgate or amend any rule or regulation.

ARTICLE X

ACQUISITION OF UNITS BY COUNCIL

1. By Right of First Refusal

Any unit owner who receives and desires to accept a bona fide offer for the acquisition of his unit or any interest therein, which offer is subject to the restrictions on transfer set forth in the Declaration, shall notify the Council in writing of all the terms of the offer, and of the name and address of the party making the offer. Simultaneously therewith, the unit owner shall make and post a notice of impending sale of such unit in each apartment building, which shall bear the date of posting. The other unit owners shall have five (5) days from and after the date of such posting to petition the Council to hold a special meeting for the purpose of hearing opinions on the course of action which the Council should take. Such petition must bear the signatures of unit owners holding at least twenty per cent (20%) of the total vote entitled to be cast by all the unit owners; otherwise, no such meeting shall be held.



If a meeting is to be held, the Council shall set a date no later than seven (7) days from and after presentation of the petition. Notice of the meeting shall not be mailed but shall be posted in each building. The meeting may, once begun, be adjourned but for no longer than forty-eight (48) hours and no further adjournments shall be permitted except to terminate the meeting. In the event that the Council is not directed at such meeting by a ninety per cent (90%) vote, as provided in the Declaration, to make the acquisition, the unit owners shall have until ten o'clock (10:00) in the evening of the second day from and after such meeting to deliver to the Secretary or his delegate, and simultaneously to the owner of the unit in question, providing he is available, notice of intent to receive and to exercise an assignment of the Council's right of first refusal.

In the event that no meeting is held, or in the event that a meeting is held but the Council is neither directed to make the acquisition, nor notified to assign its right of first refusal, the Council shall promptly mail or deliver to the owner of the unit in question, a written statement that all the provisions of the Declaration and Code of Regulations restricting transfer have been satisfied as to the posted notice of offer on such unit or interest therein. The unit owner shall not thereafter transfer the unit or interest except in strict accordance with the terms and conditions of the notice given. No subsequent modification of the terms of any lease or other conveyance of an interest shall be permitted except with the prior written consent of the Council. Any transfer or conveyance which violates the provisions restricting same shall be subject to the right of the Council

or its assignee, within sixty (60) days after Council has discovered the violation, to acquire the unit or interest from the then owner thereof, for the same consideration which the then owner paid, but such right shall in no event extend for a period longer than one (1) year from the date of the violation.

If, on the other hand, the Council is directed to make the acquisition, or if its right of first refusal is assigned, then within thirty (30) days after its receipt of the notice of offer either the Council or its assignee shall enter into a binding contract with the unit owner giving such notice, which contract shall contain all the terms and conditions of acquisition posted in the notice except that the Council or its assignee shall be permitted to sublease the unit or otherwise transfer the interest acquired therein without the unit owner's consent. Settlement shall be held in accordance with the offer, but in no event sooner than twenty (20) days after the unit owner's vote is taken.

2. By Purchase At Unrestricted Sale

(a) The Council may, if authorized by unit owner vote of ninety per cent (90%) or more of the votes cast, acquire by purchase as a common expense any unit offered for sale under circumstances constituting an exception to the restriction on transfer contained in the Declaration.

(b) The Council may, if authorized by unit owners vote of a majority of the votes cast, acquire by purchase as a common expense any unit offered for sale under circumstances making its acquisition necessary in order to protect the Council's lien for unpaid assessments thereon.

3. Power to Borrow On and Dispose of Units

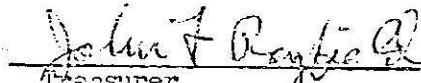
The Council may, if authorized by the unit owners, borrow money to accomplish any of the aforesaid acquisitions. Management and disposition of any unit or units standing in the Council's name may be accomplished by the Council without prior authorization of the unit owners.

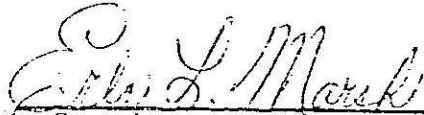
EFFECTIVE DATE: 2-1-80

STATEMENT OF VERIFICATION OF REVISED  
DECLARATION OR CODE OF REGULATIONS OF  
THE ENGLISH VILLAGE CONDOMINIUMS,  
DOVER, DELAWARE


This revision of the Declaration, English Village Council, is identical to that approved as required by the previous Declaration and/or Code, and shall henceforth govern the operations of the English Village Condominiums until such time this document is revised in accordance with applicable provisions of this Declaration and/or Code of Regulations. The undersigned members of the English Village Condominium Council, duly elected as such by the owners, hereby attest to the foregoing statement.

  
President

  
Treasurer

  
Secretary

  
Member

  
Member