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New Castle Recorder MISC

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**AMENDMENT TO CODE OF REGULATIONS FOR LE PARC CONDOMINIUMS
BRANDYWINE HUNDRED, NEW CASTLE COUNTY, DELAWARE
PURSUANT TO THE UNIT PROPERTY ACT OF THE STATE OF DELAWARE**

Pursuant to Article 10 of the Code of Regulations for Le Parc Condominiums, a majority of the owners of Units have approved the following amendment to the Code of Regulations for Le Parc Condominiums, as amended (the "Code"), the original Code being recorded in the Office of Recorder of Deeds, in and for New Castle County, Delaware, in Deed Book 720, Page 282. The Code is hereby amended as follows:

Amend Article 5, Section 5.8, by adding new subsection (c) which states as follows:

"(c) Rental of Units. The Council shall be permitted from time to time to adopt rules and regulations pertaining to the rental of Units. Such rules and regulations may include a prohibition on the right of an Owner to rent a Unit when a Unit Owner has any outstanding unpaid assessments for more than thirty days from the due date for payment thereof. Should a Unit Owner rent in violation of any rental prohibition provided for in the rules and regulations, Council shall be entitled to enforce such prohibition by seeking appropriate equitable relief against the Unit Owner and the tenant, and all fees and costs of such enforcement action, including attorneys' fees shall be treated as further assessments charged to the Unit Owner. Unit Owners who rent in violation of any such prohibition, and the tenant by accepting tenancy in the Condominium, hereby consent to the direct payment by the tenant to the Association, upon written demand by the Council to the Unit Owner and tenant, of all rents due and payable to the Unit Owner until such time as the Unit Owner becomes current on the payment of assessments or the tenant vacates the Unit. Unit Owners of rented Units shall be personally liable for the failure of a tenant or any invitee of a tenant to comply with all provisions of the Declaration, this Code of Regulations and all rules and regulations adopted by Council."

Amend Article 9, Section 9.1(b), by deleting it in its entirety, and replacing it with the following:

"(b) Costs and Attorney's Fees. Each Unit Owner shall be responsible for the reasonable costs and expenses of having Council's designated attorney correspond and communicate with said Unit Owner concerning any default, including concerning any delinquent assessment. Any and all such costs and expenses shall be treated as additional assessments to be charged to such Unit Owner under the terms of the Condominium Documents,

In all proceedings arising out of any alleged default of a Unit Owner, the prevailing party shall be entitled to, and the Court shall award, the costs of such proceedings and such attorney's

fees and costs as may be incurred by the prevailing party. The attorney's fees and costs shall be sworn to by the attorney in an Affidavit, and such attorney's fees and costs shall be included in any judgment, including any default judgment.

Each Unit Owner shall be responsible for the reasonable costs and expenses of having Council's designated attorney collect on any judgment against such Unit Owner. Any and all such costs and expenses shall be treated as additional assessments to be charged to such Unit Owner under the terms of the Condominium Documents."

Amend Article 9, Section 9.1(d), by deleting it in its entirety, and replacing it with the following:

"(d) Interest. In the event of any default by a Unit Owner in paying any sum assessed against the Unit Owner's Condominium Unit, interest shall be imposed beginning on the 30th day following the due date for payment thereof at a rate of eighteen percent per annum on the unpaid principal amount until paid."

Amend Article 9, Section 9.2, by deleting the first paragraph in its entirety, and replacing it with the following:

"Section 9.2 Liability for Assessments. The total annual assessment of each Unit Owner for Common Expenses or any special assessment, or any other duly levied assessment, including any fee, charge, cost, interest or attorney's fee expense permitted to be charged, imposed or assessed by this Code of Regulations, is hereby declared to be the personal liability of the Unit Owner as provided in Section 2233 of the Unit Property Act. Such liability shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments and other sums duly levied, on the day notice of such assessment or levy is sent to the Unit Owner.

(a) Record Notice. The Council or the Managing Agent may file or record such other or further notice of any such personal liability, or such other or further document, as may be required to confirm the establishment and priority of such charge for the assessment or levy."

IN WITNESS WHEREOFLE **PARC CONDOMINIUMS**, a Delaware Condominium formed under the Unit Property Act, pursuant to the provisions Article 10 of the Code of Regulations of **LE PARC CONDOMINIUMS**, hereby makes and files this Amendment to the Code pursuant to and as authorized by Article 10, this 8th of NOVEMBER 2012.

LE PARC CONDOMINIUMS



By: Ray Ryan (SEAL)
Title: PRESIDENT - LE PARC ASSOC
Witness: Thomas Reynolds
[Signature]

STATE OF DELAWARE :

: SS

COUNTY OF NEW CASTLE

BE IT REMEMBERED, that on this 8th day of NOVEMBER, A.D., 2012 personally appeared before me, the Subscriber, A Notary Public for the State of County aforesaid MARY WYNNE, PRESIDENT of the Association of Unit Owners of LE PARC CONDOMINIUMS, party to this Indenture, known to me personally to be such, and he acknowledged this Indenture to be his act and deed and the act and deed of said corporation.

GIVEN under my Hand, the day and year aforesaid.

Thomas Reynolds

NOTARY PUBLIC

Print Name: Thomas Reynolds

Commission Expires: 10/16/2013

