

EXHIBIT "B"  
RULES OF CONDUCT

FOR  
THE TOWERS OF VALLEY RUN

Document Disclaimer

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2. Created in MS Word format for ease of editing and searching.
3. Extra spaces were added where necessary for ease of reading or interpretation.
4. The font size was adjusted to keep the subject content within the same page as the originally prepared document.
5. Page numbers were retained and applied as in the original document.
6. The New Castle County Recorder of Deeds section and page markings were applied to the header of each page.

Prepared for the Unit Owners and Council of THE TOWERS OF VALLEY RUN.

Colin P. Heffley  
Unit 601

EXHIBIT "B"

RULES OF CONDUCT

## THE TOWERS OF VALLEY RUN

RULES OF CONDUCT1. Vehicles.

(a) Automobiles and any other permitted vehicles shall be parked only within the painted lines of a designated parking area. No vehicle shall park, stop or stand along the side or in the middle of any entrance or exit driveway or within a parking area so as to impede or prevent ready access to and from any other vehicle or parking space. No inoperable or unlicensed vehicle shall be parked within the condominium project for more than forty-eight (48) hours. The condominium Council shall have the right to cause any vehicle not conforming with these regulations to be moved or towed away, as necessary, at the offending Unit Owner's expense and without liability for damage caused to the moved or towed vehicle.

(b) All parking regulations posted or promulgated by the condominium Council from time to time for the safety, comfort and convenience of the Owners shall be strictly obeyed.

(c) No Unit Owner or occupant shall cause or permit the blowing of any horn or screeching of any tires from any vehicle in which his family, tenants, employees, guests or invitees shall be passengers or drivers, approaching or upon any of the driveways or parking areas serving the project, except as may be required for the safe operation of such vehicle.

(d) No vehicle shall be repaired, tuned or otherwise mechanically serviced or attended (except for changing a flat tire), washed, polished, waxed, vacuumed or otherwise cleaned (except for removal of snow and the clearing of ice, snow and dirt from the windshields) in the condominium project.

2. Grounds and Walks.

(a) The Council's maintenance responsibilities for grounds and walks shall, unless expanded by vote of the Unit Owners, be confined to grass cutting, snow removal, pavement repair, watering, pruning, trimming, edging, raking and litter pick up. However, no Unit Owner or occupant shall till, seed, plant, cultivate, roll, cut, trim, edge, water, fertilize or otherwise treat the land or plantings thereon, or cause or permit same to be done, except in accordance with the instructions issued from time to time by the Council or, in the absence of applicable instructions, except with the Council's permission. Nor shall any Unit Owner or occupant cause or permit any walks to be salted, wetted, obstructed or used other than for ingress and egress except as may be otherwise permitted or directed by instructions of the Council. Each Unit Owner, occupant, employee and guest shall refrain from littering the common areas.

(b) No signs, lamp posts, fences, birdbaths or other improvements or adornments shall be erected or placed upon the lands of the project except pursuant to the Council's unanimous written permission. No existing fences or enclosures, walks or curbs shall be painted, written or drawn upon, used to mount a sign, removed, marked or otherwise defaced. Lawn chairs, tables, barbecues, game equipment, toys and other such items shall be placed upon the grounds only at such times and places as the Council may from time to time prescribe and shall be removed from

the grounds when not in use unless otherwise permitted, in writing, by the Council. No unenclosed common area, whether limited or not, shall be used for the storage of bicycles, sleds, baby carriages, baby pens, lawn furniture, ladders, tools, toys or any other articles of whatever nature without the written permission of the Council.

(c) No fires shall be caused or permitted on the grounds except for the lighting of gas or coal in an elevated, safe enclosed grill used in the proper area. No activity shall be carried on upon the grounds which will cause unreasonable wear and tear to the grounds or damage to the landscaping.

(d) Children shall not be permitted to loiter or play upon the walks or in the parking lots or drives. Children's play may be confined to areas defined by the Council from time to time.

(e) All garbage and other refuse shall be kept out of sight in tightly-covered waterproof containers. Each Unit Owner or occupant shall take all reasonable steps to prevent such containers and the contents thereof from omitting odors sufficient reasonably to annoy any Unit Owner or occupant.

3. Pets. Dogs, cats and other ambulatory pets shall, when not on a leash, be kept within a Unit or confined to the limited common area serving the pet owner's Unit. No dog, cat or other animal shall be permitted to relieve itself on any shrub, fence or car. Any solid waste left on any common area shall be promptly placed in a bag and put in the pet owner's refuse container. Every pet owner shall take all reasonable steps to prevent the noise, waste or odors of his pet from reasonably annoying other Unit Owners. No animal, insect, fish or reptile of any kind shall be bred or raised in a Unit or Common Element over the objection of any other Unit Owner or occupant, and in no event shall more than one (1) dog, cat or other ambulatory pet be kept in any Unit. Unit Owners and occupants shall be strictly liable for the actions of same. The Council shall have the right to require that any habitually diseased, infested, unclean or noisy (in the Council's sole opinion) animal, reptile, fish or insect be removed from the condominium project.

4. Apartment Exteriors.

(a) No Unit Owner or occupant shall cause or permit any sign to be displayed on or from, or any rug, laundry, aerial, fan, air conditioner, wire or other object to hang or protrude from, any window or door. All draperies shall be lined with a white or off-white liner. All screens or screening not installed by the Developer shall be subject to the Council's written approval as to appearance, design, material and manner of installation. No shades, awnings or window guards shall be used except with the Council's written approval. No sign or other object shall be displayed on any wall or rooftop without the Council's written approval. The foregoing shall not prohibit the display of customary holiday decorations, subject to such specific limitations on type, manner of display and duration as the Council may from time to time fix and determine.

(b) No rugs shall be beaten on patios, balconies or outdoor living areas, nor shall dust, rubbish or litter be shaken, swept or thrown from any window, door, patio, balcony or outdoor living area. No laundry shall be aired from any balcony or on any other common area except an enclosed limited common area, if any, designated for that purpose by the Council.

(c) No bicycles, toys, barbecue sets, tires, tools, ladders or any other items shall be stored or left on any balcony or unenclosed patio without the Council's written permission, except outdoor tables and chairs may remain set up on such balconies and unenclosed patios for such time as they are actively and actually in use, subject to such regulation as the Council may from time to time issue.

5. Apartment Interiors.

(a) No Unit Owner or occupant shall place his name or any sign, ad or notice in any common area or on any Common Element or on any door except as provided on a mailbox furnished for his use or as required by the restrictions on transfer of an interest in the Unit as set forth in the Declaration and Code of Regulations. No Unit Owner shall paint, decorate or adorn any interior common area except pursuant to rules of the Council governing holiday decorations. All entrances and exits, foyers, corridors, stairwells and landings shall be kept free of all objects whatsoever except such furnishings as may belong to all Unit Owners in common and have been placed in the building by the Developer or Council as an accessory thereto.

(b) No refuse shall be carried through, over or across any common area except in a water-tight bag or other container adequate to keep the refuse from offending the sensibilities of other Unit Owners, occupants and guests and from soiling the common area. No dust or dirt shall be shaken, swept or otherwise dropped or deposited in any common area. All damage to the common areas caused by the moving or carrying of articles and all need for unusual cleaning shall be paid by the Owner or occupant responsible for causing same.

(c) No Unit Owner, occupant or guest shall loiter about or play in any hall, corridor, lobby, foyer, stairwell, landing, elevator or other interior common area. No pet shall be allowed in any interior common area except close-leashed or carried. No pet or child shall be permitted to soil the interior common areas, and all accidental soiling shall immediately be cleaned by the Unit Owner or occupant responsible therefor and reported to the Council.

(d) No Unit Owner or occupant shall cause or permit the moving of furniture or equipment through the building without having first arranged the time for such with the Council. Such move shall be in accordance with the regulations and directions, if any, of the Council.

6. Noise. No Unit Owner or occupant shall play or be allowed to play any musical instrument, radio, television, phonograph, sound movie projector, tape recorder or like device, or shall practice singing or vocal exercises, or shall use any tool or engage in any noisy activity, earlier in the morning than eight o'clock (8:00 a.m.), Monday through Saturday inclusive, and eleven o'clock (11:00 a.m.) Sunday, or later in the evening than eleven o'clock (11:00 p.m.), Sunday through Thursday, and twelve o'clock midnight (12:00 a.m.), Friday and Saturday, or for longer (except for television, radio or phonograph) than three (3) hours in any given day, if the same shall reasonably disturb and annoy the Owners or occupants of any other Unit. No Unit Owner shall engage in any altercation at any time or otherwise shout, yell or disturb the peace if the same shall reasonably annoy and disturb the Owners or occupants of any other Unit. Television, radio and other electrical devices subject to volume control shall not be played above moderate levels if any Unit Owner or occupant objects.

7. Cleanliness. All Unit Owners and occupants shall be responsible for the cleanliness of their respective Units and appurtenant limited Common Elements. The cost of exterminating any rodent or insect infestations resulting from the uncleanliness of any Unit shall be charged to the Owner of that Unit.

8. Water and Plumbing.

(a) The water shall not be left running any unreasonable or unnecessary length of time in any Unit. Use of water for shrubs and lawn care or for any purpose other than necessary human consumption shall be subject to regulations and limitation by the Council.

(b) Toilets and drains shall be used for no other purpose than that for which they were designed. No sweepings, rubbish, rags, papers, ashes or other substances shall be deposited therein. Any repairs necessitated by the misuse of such facilities shall be charged to the offending Unit Owner or occupant or both.

(c) No Unit Owner or occupant shall cause or permit any tampering with, alteration to or new connection into any water or sewer pipe.

9. Equipment and Installation. No Unit Owner or occupant shall tamper or interfere with or attempt to repair, alter or make a connection with any electrical or other cable, line, pipe, apparatus or equipment. Before installing and operating any machinery, refrigerating or heating device, washing machine, dryer, air conditioning or other equipment not installed by the Developer/Builder and before using any illumination other than electric light or decorative candles, each Unit Owner and occupant intending to install or operate same shall, in each and every instance, obtain the written consent of the Council, which shall be promptly given or denied based on considerations of safety.

10. Explosives and Inflammables. No explosive or highly inflammable material shall be brought into any portion of the condominium project except under the supervision of the Council.

11. Commercial Usage. The residential apartments are intended primarily for residential purposes. However, certain commercial and business uses permitted by law (excluding hotel or similar uses) may be undertaken upon the approval of the Council, provided that such uses do not unreasonably increase traffic or place a burden on available parking, and provided that no non-residential use shall be permitted which involves facilities or equipment other than ordinary office furniture and fixtures. This clause specifically prohibits occupations which require the installation of plumbing and/or electrical devices, including, but not limited to, dental offices, the practice of radiology and similar uses.

12. Recreational Areas.

(a) Furniture other than that provided by the Council shall not be used in the recreation and pool area, nor shall such furniture be removed from said area.

(b) Users of the recreation and pool areas are responsible for the removal of all articles brought thereto by them, including, but not limited to, towels, books, magazines, food, drink and clothing, at the time they leave said area.

(c) Swimming shall be permitted only between such hours as are prescribed by the Council.

(d) No running, pushing or scuffling shall be permitted around the pool.

(e) There shall be no splashing of water other than that accompanying normal swimming.

(f) There shall be no yelling in the pool or pool area.

(g) No life rafts, toys or other such objects shall be permitted in the pool.

(h) Showers shall be taken before entering the pool.

(i) Any person having any skin disease, sore or inflamed eyes, nasal or ear discharges or any communicable disease shall be excluded from the pool.

(j) All bobby pins, hairpins and other such materials shall be removed before entering the pool.

(k) No occupants of the Units under the age of sixteen (16) shall be permitted to entertain guests in the pool or pool-side area unless their guests are under the poolside supervision of a parent or occupant-guardian of the minor occupant.

(l) Glass containers of any kind shall be prohibited in the pool area.

(m) No food shall be brought into the pool area.

(n) The pool is for the exclusive use of all occupants and their guests, and the occupants are responsible for the conduct of their guests.

(o) All persons shall comply with the requests of the Council or its agent respecting matters of personal conduct in and about the pool and recreation areas.

(p) The Council or its agent may place a limit on the number of guests which any Unit Owner or occupant may bring to the pool, which limit may vary according to pool conditions and usage from day to day.

13. Keys to Units. The Council shall be entitled to possession of one (1) key to each Unit for use during emergencies. No Unit Owner or occupant shall change any lock or install any additional locks to the entrance to his Unit without the Council's written permission and without delivering a key to same to the Council.

14. Developer's Privileges. To the extent reasonably necessary or convenient for completion of construction of the condominium project and sale or rental of Units standing in the Developer's name, the Developer, its successors and assigns shall not be bound strictly to observe the foregoing Rules.