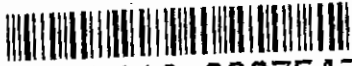


Prepared by: Herman L Gletzer

Return to: Council of The Devon  
2401 Pennsylvania, #106  
Wilmington, De 19806



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Michael E. Kozikowski  
New Castle Recorder MISC

THE DEVON

**CODE OF REGULATIONS OF  
THE DEVON**

**RECORDED FEBRUARY 14, 1980, IN  
DEED RECORD F, VOLUME 109, PAGE 106**

**AMENDMENT TO CODE OF REGULATIONS  
FOR THE DEVON, A CONDOMINIUM**

**THIS AMENDMENT TO THE CODE OF REGULATIONS** for the Devon Condominium (the "Code"), being a residential condominium located in New Castle County, in the State of Delaware, and commonly known and referred to as "The Devon," is made and adopted this 20<sup>th</sup> day of October 2003.

**WITNESSETH:**

**WHEREAS**, The Code is the document which governs the regulation and management of The Devon; and

**WHEREAS**, Pursuant to Article I: A of the Code all of the property subject to the Code has been submitted through the recording of the Declaration of Condominium of the Devon (the "Declaration") to the provisions of the Delaware Unit Property Act, 25 Del. C.S. Section 2201 et seq. (the "Act"); and

**WHEREAS**, Pursuant to Article I: B of the Code all of the property of the Condominium, and the use and occupancy of the property, and all present and future Unit Owners, mortgagees and lessees and occupants of the Units are subject to the Code, and through the Code and the Declaration to the provisions of the Act; and

**WHEREAS**, The Council has determined that the Code must be amended to comply with the Act and to accommodate the needs of the Devon due to the changing market place for insurance and changes in the amounts and types of insurance coverage which is available to the Devon; and

**WHEREAS**, The Council has determined that it would be beneficial and facilitate the administration, management and operation of the Devon if the Code could be amended not only by the Unit Owners, but also by the Council, in the manner permitted by the Act; and

**WHEREAS**, The provisions of this Amendment to the Code is intended to, and shall supplement the provisions of the Code;

**BE IT THEREFORE RESOLVED THAT**, the Code is hereby amended through the adoption of this Amendment to the Code as follows:

**I. Article 6: A(1), is stricken in its entirety, and replaced for all purposes with the following:**

Casualty or physical damage insurance in an amount equal to the full replacement value (i.e. 100% of "replacement cost," subject to such deductible amount as may from time-to-time be determined by the Council to be appropriate) of the Condominium, with an "agreed amount" endorsement and a "condominium replacement cost" endorsement without deduction or allowance for depreciation (said amount to be determined by the Council with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:

**II. Article 6: B(1), is stricken in its entirety, and replaced for all purposes with the following:**

All policies shall be written with a company or companies licensed to do business in the State of Delaware and holding a rating of "A" or better as stated in the then current version of Bests Insurance Guide, or by an equivalent rating bureau should Best's Insurance Guide cease to be issued. If any policy or policies required by the Condominium cannot be placed with a company or companies licensed to do business in the State of Delaware which hold a rating of "A" or better in Bests Insurance Guide, then the Council may place the Condominium's policy or policies with such other company or companies which are licensed to do business in the State of Delaware and which hold a rating acceptable to the Council.

**III. Article 6: C, is stricken in its entirety, and replaced for all purposes with the following:**

Each Unit Owner must, at his, her, their or its sole cost and expense, obtain and continuously maintain in force additional insurance for his, her, their or its benefit upon the Unit and the personal property in the Unit, as well as for his, her, their or its personal liability, provided that no Unit Owner shall be entitled to acquire or maintain any such insurance coverage so as to decrease any amount which the Council, on behalf of all Unit Owners, may realize under any insurance policy which it may have in force on the Property at any particular time, or to cause any insurance coverage maintained by the Council to be brought into contribution with any insurance coverage obtained by a Unit Owner, and provided further that all such additional policies shall contain waivers of subrogation. If requested by the Council, then a Unit Owner must promptly, and without cost, fee, charge or expense, provide the Council with a complete copy of the policy, or policies if applicable, which the Unit Owner maintains on a Unit or the personal property in the Unit.

(1) In the event that any portion of a Unit or the personal property in a Unit is damaged or destroyed, and the insurance proceeds received by the Unit Owner do not fully cover the costs of repair, replacement or restoration of the damaged portions of the Unit or the personal property because of an insurance deductible, or because of the

exhaustion of policy limits, or because the event is not a covered loss, then the costs of repair, replacement or restoration of the Unit or personal property which are not covered by insurance proceeds shall be the sole obligation of the Unit Owner, and the Council shall not have any duty or obligation to pay for any such costs of repair, replacement or restoration.

(2) Unit Owners should obtain loss assessment coverage to cover amounts which may be assessed against their Units by the Association to cover the costs of repair, replacement or restoration of the Common Elements or the Units which are not covered by the Condominium's insurance because of an insurance deductible, or because of the exhaustion of policy limits, or because the event is not a covered loss.

**IV. Article 6 is supplemented by the addition of the following new sections:**

**Article 6: H DEDUCTIBLES.** In the event that any portion of the Common Elements or any Unit is damaged or destroyed, and the insurance proceeds received by the Association do not fully cover the costs of repair or replacement of the damaged portions of the Common Elements or Unit borne by the Association because of an insurance deductible, or because of the exhaustion of policy limits, or because the event is not a covered loss, then the costs of maintenance, repair, replacement or restoration of the Common Elements or Unit which are not covered by insurance proceeds shall be a Common Expense to be paid by all of the Owners in a pro-rata fashion, in accordance with their assigned Proportionate Interests.

**Article 6: I LOSSES DUE TO UNIT OWNER NEGLIGENCE OR MISCONDUCT.** In the event that any portion of the Common Elements or any Unit is damaged or destroyed as a result of the negligence or misconduct of an Owner, or the Owner's family members, guests, lessees, agents, servants, employees or contractors, or because of the Owner's failure to properly or timely maintain the Owner's Unit, any part or portion of the Owner's Unit, or any personal property in the Unit, then the Council may levy the Common Expense incurred by the Association to repair or replace the damaged Common Elements and/or Unit as an assessment against the Owner's Unit, and the assessment shall be a lien against the Owner's Unit, and the Owner's personal obligation, in accordance with Article 15: C of the Declaration and the relevant provisions of the Act, including such amendments to the Declaration and/or Act as may hereafter be adopted.

**V. Article 11:A is supplemented by the change and insertion of the following new text at the end of the existing text:**

Strike the period and insert:

or (3) by majority vote of the Council. Any amendment of this Code adopted by the Council may be further amended or changed by vote of a majority of the Owners.

VII. Except as amended by this Amendment, the balance of the Code, as amended, is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, President of the Council of the Devon has signed this Amendment to the Code of Regulations for the Devon Condominium. This Amendment shall become effective immediately upon being recorded in the Land Records of New Castle County.

THE DEVON CONDOMINIUM

By: Herman Glotzer  
Herman Glotzer, President

ATTEST:

By: Elizabeth Puga  
Secretary

**ACKNOWLEDGMENT**

STATE OF DELAWARE :  
COUNTY OF NEW CASTLE :

On this 20<sup>th</sup> day of October, 2003, before me, the undersigned officer, personally appeared Herman Glotzer, the President of the Council of the Devon Condominium, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Amendment to the Code of Condominium for the Devon Condominium, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I have hereunto set by hand and official seal.

Constance M. O'Brien  
NOTARY PUBLIC

My Commission Expires: FEB. 4, 2004

Tax Parcel Numbers:26-012.20-048 and all  
C\_\_\_\_\_ suffix numbers thereafter, being all  
the Units of The Devon

Prepared By and Returnable To:  
Richard R. Franta, Esquire  
1301 N. Harrison Street – Suite 102  
Wilmington, DE 19806



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Michael E. Kozikowski  
New Castle Recorder MISC

**CERTIFICATE OF AMENDMENT  
TO  
CODE OF REGULATIONS  
OF  
THE DEVON**

Made this 29 day of February, 2016, by the Council of The  
Devon.

**KNOW ALL BY THESE PRESENTS**, that, pursuant to a vote of the members of the Council at a duly noticed meeting of the Council on July 1, 2013, and in accordance with Sections 2207 and 2211 (3) of the Delaware Unit Property Act (25 *Del. C.* Chapter 22), Article 2 of the Code of Regulations of The Devon (the "Code of Regulations"), dated February 14, 1980, and of record at the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Deed Record F, Volume 109, Page 106, was amended by the addition of the following new Section K:

**"K. Voting by Mail.** Whenever the Association of Owners' passage of a resolution or motion requires the action by a majority or super-majority (including a unanimous vote) of the Unit Owners, the Council may, in its sole and absolute discretion, following discussion of the resolution or motion at a duly called meeting of the Association of Owners at which a quorum was achieved, direct that the Unit Owners' vote proceed by written ballot sent to each Unit Owner at said Unit Owner's address on record with the Council. The ballot shall be accompanied by the full text of the resolution, and instructions for voting, including a deadline, no less than thirty (30) days nor more than sixty (60) days after the mailing of the ballot, for the Council's receipt of returned ballots. The ballot and resolution may be accompanied by one or more of the following documents: an additional explanation of the resolution, a projection of its predicted financial impact on the condominium, a Council recommendation for or against adoption of the resolution, and a return envelope. A ballot not returned by the deadline will be treated as a vote AGAINST the adoption of the resolution unless the ballot sent to the owners had been accompanied by a Council recommendation for or against the resolution, in which case the unreturned or untimely returned ballot will be treated as a vote in

