

EXHIBIT E

RULES AND REGULATIONS

DECLARATION OF CONDOMINIUM

FOR

DELRAY OAKS, A PHASE CONDOMINIUM

PALM BEACH COUNTY, FLORIDA

DELRAY OAKS CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Directors of the DELRAY OAKS CONDOMINIUM ASSOCIATION, INC. and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. (Wherever the word "member" appears in these Rules and Regulations, it shall mean unit owner.) Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association, the By-Laws of the Association and Florida Law. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto, as they may be amended from time to time. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the units, common elements, condominium property, and any facilities or services made available to the unit owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. **THE RULES AND REGULATIONS ARE AS FOLLOWS:**

1. RULES AND REGULATIONS

- A. Violations should be reported to the Manager of DELRAY OAKS in writing, not to the Board of Directors or to the Officers of the Association.
- B. Violations will be called to the attention of the violating owner by the Manager and he will also notify the appro-

priate committee of the Board of Directors.

- C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

2. FACILITIES

The facilities of the condominium are for the exclusive use of the Association members, lessees, resident house guests, and guest accompanied by a member. No guest or relative of any member or lessee other than a house guest or relative actually in residence shall be permitted to use the recreational facilities unless accompanied by a resident member of the family of such owner or lessee. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the member.

3. NOISE

In order to insure your own comfort and that of your neighbors, radio, hi-fi, and television sets should be turned down to a minimum volume between the hours of 11:00 p.m. and 8:00 a.m. All other unnecessary noises, such as bidding good night to departing guests, and slamming car doors between these hours should be avoided. Your neighbors will appreciate this.

4. PETS

No bird, reptile or animal shall be kept or harbored in the condominium unless the same, in each instance, be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association, in its sole discretion, deems to be in the best interest of the condominium as a whole. Such permission in one (1) instance shall not be deemed to institute a blanket permission or permissions in any other instance; and any such permission may be revoked at any time in the sole discretion of the Association.

The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development.

4.1 No animals owned by members shall be allowed to commit a nuisance upon the common elements of the condominium property.

4.2 An authorization in writing to keep pets will expire when an owner's pet dies or is disposed of.

4.3 Pets shall include all types of animals such as dogs, cats, parrots, frogs, reptiles, turtles, etc.

4.4 All pets must be restrained and kept on a leash, and shall use those areas designated by the Association for exercise and relief.

4.5 Lessees, resident house guests or visitors may not at any time have a dog or any other pet at DELRAY OAKS, a phase condominium.

4.6 Pets are not allowed in the pool area or the club room.

5. OBSTRUCTIONS

Sidewalks, entrances, driveways, passages, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the condominium, except such as shall have been approved in writing by the Association, nor shall any thing be projected out of any window in the condominium without similar approval. No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium or roof thereon, except master television antenna supplied by the Developer and/or approved by the Association.

6. CHILDREN

Children shall be permitted to reside in any of the units or rooms of this condominium; however, persons who are not sixteen (16) years of age or older shall not be permitted to use the recreation facilities of the condominium, including, but not limited to, the pool and recreation rooms unless under the supervision of an adult unit owner or lawful unit occupant over the age of twenty-one (21) years, except in such cases and under such conditions as the Association may from time to time establish and require.

7. DESTRUCTION OF PROPERTY

Neither members, their dependents, nor guests shall mark, mar, damage, destroy, deface, or engrave any part of the condominium property. Members shall be responsible for any such damage.

8. EXTERIOR APPEARANCE

The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Balcony floors may be covered with carpeting, otherwise, standard exterior colors shall not be altered.

9. CLEANLINESS

All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purpose only as such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the owner by the Association.

10. BALCONIES

Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or terraces. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs, or mops shall be hung up or shaken from windows, doors, and balconies or terraces. Members shall remove all loose objects or movable objects from the balconies during the hurricane season. Do not throw cigars, cigarettes or any other object from your balcony. No cooking shall be permitted on any balcony. Members shall not allow anything to be thrown, or to fall from, windows, doors, balcony or terrace. No sweeping or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balcony or hall doors.

11. INGRESS AND EGRESS

No member shall allow exterior doors to remain open for any purpose other than for immediate ingress and egress.

12. DOOR LOCKS

Members must abide by Paragraph 13.5, RIGHT OF ENTRY INTO PRIVATE UNITS IN EMERGENCIES, of the Declaration of Condominium which reads as follows:

In case of any emergency originating in or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or Managing Agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association a key to such unit.

13. ATTIRE

Members, their families, and guests shall not use the common elements except in appropriate attire.

REC- 157 7384 PAGE 603

14. PLUMBING

Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the member.

15. ROOF

Members are not permitted on the roof of any structure for any purpose, except repairmen authorized by the Association.

16. SOLICITATION

There shall be no solicitation by any person anywhere in the condominium for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board of Directors of the Association.

17. SWIMMING POOL

Members and their guests using the swimming pool do so at their own risk. Members and their guests are requested to obey the posted swimming pool rules. Children under sixteen (16) years may use the pool and facilities of the recreation area only during the hours as established by the Board of Directors and must be accompanied and supervised by a responsible adult.

A. Swimming in the pool is permitted between the hours of 8:00 A.M. and 9:00 P.M. Since the pool is not guarded, persons using this facility do so at their own risk. Persons using these facilities must be appropriately attired.

B. The following are basic rules for persons using the pool:

- (1) Shower thoroughly each and every time before entering the pool.
- (2) Bathing caps are to be worn by all persons having long hair.
- (3) Restraining pool safety cables should be kept in place and are not to be used as swings or as a diving aid.
- (4) Pneumatic floats or other items of a similar nature, except swimming aids, are not permitted in the pool.
- (5) Pets are forbidden in the general pool area.
- (6) Running in the general pool area is not permitted.
- (7) Beverage or food is not to be consumed poolside or in any other common area except with permission of the Board of Directors. This rule shall not apply to barbeque areas as designated by the Board of Directors.
- (8) If suntan oil is used, make certain that a beach towel is used to cover patio furniture.

18. PARKING

No vehicle belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking and traffic regulations posted at the private streets, parking areas, and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property. Each parking space is assigned as an appurtenance to a particular dwelling unit. As such, each space may be used only by the owner except when the owner has given written permission (copy to the Association) for use by another owner, lessee or resident guest. You may not park your car in any space other than the one you are assigned without proper permission. Parking space sizes are adequate. Please make certain that your vehicles are parked within the painted lines and are pulled up close to the bumper. As a security measure, keep your automobile doors locked.

No vehicle, other than a passenger automobile shall be parked on the condominium property without the prior expressed written consent of the Board of Directors. Delivery, repair service, and construction vehicles and equipment engaged in making delivery or making repairs or improvements to the condominium property, or performing a service in the care of the condominium property, or the utilities or contents of such condominium property may be parked upon the condominium property between 8:00 A.M. and 5:00 P.M. (except parking necessitated by vehicles necessary to service emergencies). Permission may be conditioned on such terms as the Board of Directors in its sole discretion deems to be in the best interest of the condominium as a whole. Such permission in one instance shall not be deemed to institute a blanket permission or permissions in any other instance; and any such permission may be removed at any time, should the permitted vehicle become a safety hazard, constitute a nuisance or in the sole discretion of the Board of Directors be deemed to be incompatible with the aesthetic character of the condominium.

19. FOOD AND BEVERAGES

Food and beverages may not be consumed around recreational facilities or upon the swimming pool patio unless specifically authorized in writing by the Directors of the Association. This rule shall not apply to barbeque areas as designated by the Board of Directors.

20. HURRICANE PREPARATIONS

Each member who plans to be absent from his unit during the

hurricane season must prepare his unit prior to departure by:

- A. Removing all furniture and plants from his balcony or terrace.
- B. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage and furnish the Manager with the name of such firm or individual. The designated firm or individual shall contact the Manager for permission to install or to remove hurricane shutters.

21. GUESTS

Owners shall notify the Manager in advance by written notice of the arrival and departure dates of guests who have his permission to occupy a unit in his absence. Guests shall be given copies of Rules and Regulations and the owners will be responsible for the guest's compliance with such rules.

22. LEASING OR RESALES

The "Declaration of Condominium" for DELRAY OAKS CONDOMINIUM ASSOCIATION, INC., which is filed of record in Palm Beach County, specifies how leasing or sale of condominium units shall be handled, including the following:

- A. No owner of a unit shall lease or sell his condominium unit to anyone without first giving notice in writing by registered or certified mail to the Board of Directors, or by personal delivery to the Secretary or the President of the Association.
- B. The letter notifying the Association of an owners desire to lease or sell his unit must state the name, address and employment or occupation of the prospective lessee or purchaser. A copy of the bona fide offer to lease or sell the unit must also be submitted.
- C. The application forms required by the Association for the use of its facilities shall be completely filled in and signed by the prospective lessee or purchaser. The application must be accompanied by a non-refundable administrative fee of ~~Fifty (\$50.00)~~ Dollars to cover the Association administrative expenses)

\$100.00

- D. The Association shall have thirty (30) days from receipt of the information requested to decide whether it will exercise its option of first refusal to buy and will so notify the unit owner in writing.
- E. The lease or sales contract must contain a covenant stating that the lessee or purchaser shall comply with all present and future Rules and Regulations of the Association.
- F. If the prospective lessee or purchaser is approved by the Board of Directors, the Board will so notify the owner and the lessee or purchaser in writing and will send a copy of the Rules and Regulations to the lessee or purchaser.
- G. Sub-leasing by lessee is not permitted, except when the Association is the lessee.
- H. No condominium unit may be leased for a period of less than four (4) months and is restricted to one lease per calendar year.
- I. Leasing shall be restricted to adults only, with a limit of two (2) people for each bedroom in the condominium unit.
- J. Lessees are not permitted to bring a pet of any kind into the condominium.

The foregoing rules and regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the Manager, who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

By the order of the Board of Directors of
DELRAY OAKS CONDOMINIUM ASSOCIATION, INC.

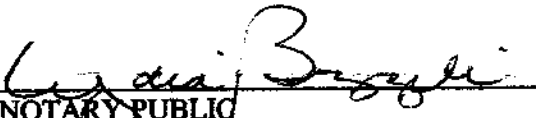
PALM BEACH REC 2934 PAGE 507

Gemma Wilson TREASURER

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 21 day of April, 2008, by Daniel Cavaliere, President of Delray Oaks Condominium Association, Inc., and (s)he acknowledged before me that (s)he freely executed the foregoing Certificate on behalf of the corporation for the purposes stated therein, and (s)he is personally known to me and/or produced driver's license number _____ as identification, and who did not take an oath.


NOTARY PUBLIC
State of Florida
My commission expires:



State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 21 day of April, 2008, by Vicki Pearson, Secretary of Delray Oaks Condominium Association, Inc., and (s)he acknowledged before me that (s)he freely executed the foregoing Certificate on behalf of the corporation for the purposes stated therein, and (s)he is personally known to me and/or produced driver's license number _____ as identification, and who did not take an oath.


NOTARY PUBLIC
State of
My commission expires:



**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
DELRAY OAKS CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium of Delray Oaks Condominium Association, Inc., a Condominium Association, was approved January 8, 1979; and

WHEREAS, Section 19 of the Declaration of Condominium provides for the filing of amendments thereto; and

WHEREAS by duly held meetings of the membership and board of directors of the corporation the appropriate votes were obtained and in all respects this amendment has been duly adopted by the corporation for purposes of enacting this amendment.

NOW, THEREFORE, the aforesaid Rules and Regulations are hereby amended as follows (additions are underlined; deletions are ~~struck through~~):

1. **Reference:** Rule 4 is amended to add the following provisions:

"4.7 With proper execution by a property owner of the Pet Permission Agreement included in the Delray Oaks Purchase Application, and approval of the Board of Directors, a property owner, ONLY, may keep on the Delray Oaks premises, one single pet under 20 pounds at maturity.

4.8 Dog houses or other structures used, or intended for, the housing or keeping of animals MAY NOT be constructed, placed or maintained on any part of the Common Areas and Facilities, including the Limited Common Areas and Facilities. This includes all patios and balconies.

4.9 Feeding of ANY wildlife on the Delray Oaks property is strictly prohibited."

2. **Reference:** The second paragraph of Rule 18 is amended to read as follows:

"No vehicle, other than a passenger automobile, shall be parked on the condominium property without the prior expressed written consent of the Board of Directors. Pick-up Trucks over the weight limit of ¾ of a ton are prohibited from parking on the Delray Oaks property. A copy of the owner's Pick-up truck registration and a picture must be provided at the time of the screening for new owners and tenants. The Board has a right to deny the parking of any Pick-up truck on the property if the vehicle were deemed to be incompatible with the aesthetic character of the condominium. All commercial Pick-up trucks are prohibited. Delivery, repair service, and construction vehicles and equipment, engaged in making delivery or making repairs or improvements to the condominium property, or performing a service in the care of the condominium property, or the utilities or contents of such condominium property may be parked upon the condominium property between 8:00 A.M. and 5:00 P.M Monday – Saturday only (except parking necessitated by vehicles necessary to service emergencies). Permission may be conditioned on such terms as the Board of Directors in its sole discretion deems to be in the best interest of the condominium as a whole. Such permission in one instance shall not be deemed to institute a blanket permission or

permissions in any other instance; and any such permission may be removed at any time, should the permitted vehicle become a safety hazard, constitute a nuisance or in the sole discretion of the Board of Directors be deemed to be incompatible with the aesthetic character of the condominium."

3. **Reference:** Section C. of Rule 22 is amended to read as follows:

- "C. The application forms required by the Association for the use of the facilities shall be completely filled in and signed by the prospective lessee or purchaser. The application must be accompanied by a non-refundable administrative fee of Fifty ~~(\$50.00)~~ One Hundred (\$100) Dollars to cover the Association administrative expenses.

This Amendment to the Rules and Regulations of Delray Oaks Condominium Association, Inc., when recorded in the public records of Palm Beach County, Florida, shall be incorporated by reference and made a part of the Declaration of Condominium of Delray Oaks Condominium Association, Inc., with like effect and to the same extent as though matters set forth herein had originally constituted a part of said Declaration of Condominium.

IN WITNESS WHEREOF, the corporation, by its proper officers, has executed this Amendment to the Declaration of Condominium of Delray Oaks Condominium Association, Inc. this 29 day of May, 2008.

Witnesses:

Cheryl Wedemeyer
Jessica Buzzelli
Jann Levy
Joe Levy

Delray Oaks Condominium Association, Inc.,

By: [Signature]

President Daniel Cavaliere

Attest: [Signature]

Secretary Vicki Pearson

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 29 day of May, 2008, by Daniel Cavaliere and Vick Pearson, President and Secretary, respectively, of Delray Oaks Condominium Association, Inc., and they acknowledged before me that they freely executed the foregoing amendment on behalf of the corporation for the purposes stated therein, and they are personally known to me and/or produced Florida driver's licenses numbers _____ and _____, as identification, and who did not take an oath.



Lydia Buzzelli
NOTARY PUBLIC
State of Florida
My commission expires:

Prepared by; return:

David W. Schmidt
140 NE 4th Avenue, Suite A
Delray Beach, FL 33483

**CERTIFICATE OF AMENDMENT TO
RULES AND REGULATIONS OF
DELRAY OAKS CONDOMINIUM ASSOCIATION, INC.**

WHEREAS at a duly held meeting of the board of directors of Delray Oaks Condominium Association, Inc. the Rules and Regulations were amended pursuant to the provisions thereof.

NOW, THEREFORE, the undersigned hereby certify that the following Amended Rules and Regulations of Delray Oaks Condominium Association, Inc., attached hereto and marked Exhibit "A", is a true and correct copy of the Amended Rules and Regulations, as amended by the board of directors.

Dated this 17 day of August, 2009.

Witnesses:

by
Jessica Buzzelli
Joseph Perry

Delray Oaks Condominium Association, Inc.

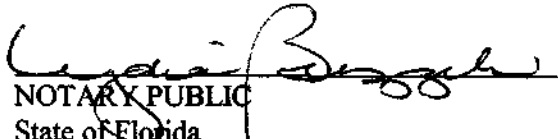
By: [Signature]
President

Attest: [Signature]
Secretary

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 17 day of August, 2009, by Dan Cavaliere, President of Delray Oaks Condominium Association, Inc., and (s)he acknowledged before me that (s)he freely executed the foregoing Certificate on behalf of the corporation for the purposes stated therein, and (s)he is personally known to me and/or produced driver's license number _____ as identification, and who did not take an oath.


NOTARY PUBLIC
State of Florida
My commission expires:



State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 17 day of August, 2009, by Vicki Pearson, Secretary of Delray Oaks Condominium Association, Inc., and (s)he acknowledged before me that (s)he freely executed the foregoing Certificate on behalf of the corporation for the purposes stated therein, and (s)he is personally known to me and/or produced driver's license number _____ as identification, and who did not take an oath.


NOTARY PUBLIC
State of
My commission expires:



**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
DELRAY OAKS CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium of Delray Oaks Condominium Association, Inc., a Condominium Association, was approved January 8, 1979; and

WHEREAS, the Rules and Regulations are attached to the Declaration of Condominium as Exhibit E; and,

WHEREAS, the Rules and Regulations authorize the Board of Directors to adopt or amend previously adopted Rules and regulations from time to time; and,

WHEREAS by a duly held meeting of the board of directors of the corporation the appropriate votes were obtained and in all respects this amendment has been duly adopted by the corporation for purposes of enacting this amendment.

NOW, THEREFORE, the aforesaid Rules and Regulations are hereby amended as follows (additions are underlined; deletions are ~~struck through~~):

1. **Reference:** Rule 21 is amended to read as follows:

21. **GUESTS**

Owners shall notify the Association Manager in advance by written notice of the arrival and departure dates of guests who have his permission to occupy a unit in his absence. Guests shall be given copies of the Rules and Regulations and the owners will be responsible for the guest's compliance with such rules. Occupancy by guests in the absence of the unit owner is limited to one time per calendar year for a maximum period of 14 days. Occupancy by guests when the unit owner is in residence is limited to one time per calendar year for a maximum period of 30 days. Guests are not permitted to have pets.

This Amendment to the Rules and Regulations of Delray Oaks Condominium Association, Inc., when recorded in the public records of Palm Beach County, Florida, shall be incorporated by reference and made a part of the Declaration of Condominium of Delray Oaks Condominium Association, Inc., with like effect and to the same extent as though matters set forth herein had originally constituted a part of said Declaration of Condominium.



IN WITNESS WHEREOF, the corporation, by its proper officers, has executed this Amendment to the Declaration of Condominium of Delray Oaks Condominium Association, Inc. this 11th day of AUGUST, 2009.

Witnesses:

Jessica Buzzelli
Joseph Lunny

Delray Oaks Condominium Association,
Inc.,

By: [Signature]
President

Attest: Vicki H. Pearson
Secretary

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 11 day of August, 2009, by Dan Cawliere and Vicki Pearson, President and Secretary, respectively, of Delray Oaks Condominium Association, Inc., and they acknowledged before me that they freely executed the foregoing amendment on behalf of the corporation for the purposes stated therein, and they are personally known to me and/or produced Florida driver's licenses numbers _____ and _____, as identification, and who did not take an oath.

[Signature]
NOTARY PUBLIC
State of Florida
My commission expires:

