

RULES AND REGULATIONS

for

DELRAY OAKS CONDOMINIUM ASSOCIATION NO. 2, INC.

The Rules and Regulations hereafter 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 Condominium Association, and shall apply to and be binding upon all condominium parcel owners. The condominium parcel 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 or supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other condominium parcel owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the By-Laws of the Condominium Association, and Florida Law. Violations may be remedied by the Condominium Association by injunction or by other legal means and the Association shall be entitled to recover in said actions, any and all court fees and 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. 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 common elements of the condominium and any facilities or services made available to the condominium parcel owners. Any waivers, consents, or approvals given under the Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered 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. VIOLATIONS OF RULES AND REGULATIONS

1.1 Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the Officers of the Association.

1.2 Violations will be called to the attention of the violating owner by the President of the Association and s/he will also notify the appropriate committee of the Board of

Directors. 1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

2. FACILITIES

The facilities of the condominium are for the exclusive use of Association members, lessees, resident house guests and guests accompanied by a member. No guest or relative of any 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 or her guest shall be repaired at the expense of the condominium parcel owner causing such damage.

3. NOISE

In order to insure your comfort and that of your neighbors, all contemporary entertainment sound-producing devices, including but not limited to car and home stereos, car and home radios, televisions and home theaters must be turned down to a minimum volume between the hours of 10:00 PM and 07:00 AM weekdays and 11:00 PM and 08:00 AM weekends.

4. PETS

No animals or pets shall be kept or harbored in the condominium unless the same in each instance is registered with and given written permission by the Association. Such permission in one instance shall not be deemed to constitute blanket permission or permissions in any other instance. Any such permission may be revoked at any time by the Association if the Association determines that the pet is or has become a nuisance or offensive to the community or its residents. 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 shall be allowed to commit a nuisance upon the common elements of the condominium property. Nuisance will be determined by committee or board at the time of the complaint.

4.2 Written permission to keep a pet will expire when the owner's pet dies or is disposed of.

4.3 Any pet on the common area must be kept on a leash and under the control of its owner at all times. Failure to follow this rule, which is also the law, will be grounds for termination of the pet permission.

4.4 Pet owners must pick up their pet's feces immediately upon deposit upon the common areas. Failure to follow this rule, which is also the law, will be grounds for termination of the pet permission.

4.5 Lessees may NOT harbor a pet at Delray Oaks West. The lessee must follow all rules of the Association. The unit owner is also responsible to the community for any nuisance or damage caused by a pet or pets.

5. OBSTRUCTIONS

Sidewalks, entrances, driveways, passages, patios, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs, mats, plants, personal property, etc., must not be placed outside of door corridors or fences. 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. Nothing shall be projected out of any window in the condominium without similar approval. No radio or television aerial, antenna, or satellite dish shall be attached to or hung from the exterior of the condominium or the room thereon without the express written approval of the Association. One satellite dish shall be permitted per unit and must be attached on the inside of the fence in a townhouse and inside the patio area of a garden apartment.

6. CHILDREN

Children shall be permitted to reside in any of the units or rooms of this condominium. However, persons who are under the age of sixteen (16) years of age shall not be permitted to use the recreational 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

Members, their dependents nor guests shall mark, mar, damage, destroy, deface or engrave any part of the buildings or common elements. Members shall be responsible for any such damage. Tenants shall also be responsible for damages caused by them and the Association shall be entitled to apply any security deposit which the Association holds on behalf of the tenant for such purpose to the correction of the damages caused by such tenant pursuant to the terms of the Declaration of Condominium without waving the Association's right to claim damages against the tenant for any expenses incurred in the correction of such destruction of the common elements of Association property in excess of such security deposit.

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. Such consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guard, light reflective materials, hurricane or storm shutters, ventilators, roof fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association. Such approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

9. CLEANLINESS

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

10. BALCONIES

Plants are allowed on balconies as long as they are well kept and not offensive to other members. 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 or balconies. Members shall remove all loose or moveable objects from 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. Cooking is permitted within the courtyard area of a townhouse provided that such activity does not cause a nuisance to or unreasonably interfere with the use of the condominium property by members of the Association. Members shall not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from all doors. National holiday decorations may be appropriately displayed during the corresponding holiday season.

11. PLUMBING

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

12. ROOF

Members and tenants are not permitted on the roof for any purpose.

13. SOLICITATION

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

14. 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 a 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 parking regulations posted at the private streets, parking areas, and drives and any other traffic regulations promulgated in the future for 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, except for guest parking spaces, 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 reserve space other than the one assigned to you without proper permission. Parking spaces are of adequate size; please park between the painted lines and pull up to close to the curb block. Keep you automobile doors locked.

No vehicle other than passenger automobile, approved pick-up truck, or approved van shall be parked on the condominium property without the prior expressed written consent of the Board of Directors. Boats and trailers are strictly forbidden 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 AM and 5:00 PM excepted when necessitated by a service emergency. 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, and 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 incompatible with the aesthetic character of the condominium community. Permission for a van or pick-up truck shall be limited to one van or pick-up truck per condominium unit.

15. FOOD AND BEVERAGES

Food and alcoholic 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 barbecue areas as designated by the Board of Directors. **GLASS CONTAINERS ARE NOT PERMITTED IN OR AROUND THE POOL AREA.**

16. HURRICANE PREPARATIONS

Each member who plans to be absent from his condominium parcel during the hurricane season must prepare his condominium parcel prior to departure by designating a responsible firm or individual to care for his or her condominium parcel during his or her absence in the event that the condominium parcel should suffer hurricane or storm-related damage, and furnish the President of the Association with the name of such firm or individual.

17. GUESTS

Owners shall notify the Association in advance by written notice of the arrival and departure dates of guests who have permission to occupy the condominium parcel in their absence. Guests shall be given copies of the Rules and Regulations and the owners will be responsible for their compliance with same.

18. LEASING OR RESALE

The Declaration of Condominium for DELRAY OAKS CONDOMINIUM ASSOCIATION No. 2, INCORPORATED, which is filed in Palm Beach County, Florida, specifies how leasing or resale of condominium parcels shall be handled, including the following:

18.1 No owner of a condominium parcel shall lease or sell his condominium parcel 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.

18.2 The letter notifying the Association of an owner's desire to lease or sell his condominium parcel must state the name, address, and employment or occupation of the prospective lessee or purchaser, and a copy of the bona fide offer to lease or sell the condominium parcel must also be submitted with the letter.

18.3 The application forms required by the Association shall be completed and signed by the prospective lessee or purchaser. The application must be

accompanied by a non-refundable administrative fee of one hundred dollars (\$100.00) to cover the Association's administrative expenses.

18.4 The Association shall have thirty (30) days from receipt of all the information requested to decide whether it will approve the application and will so notify the condominium parcel owner in writing.

18.5 Any lease must contain a covenant stating that the lessee shall comply with all present and future Rules and Regulations of the Association.

18.6 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.

18.7 Subleasing by lessee is NOT permitted, except when the Association is the lessee.

18.8 No condominium parcel may be leased for a period of less than three (3) months and is restricted to two (2) leases during any consecutive twelve-month period.

18.9 Leasing shall be restricted to a limit of two (2) people for each bedroom in the condominium parcel.

18.10 Lessees are NOT permitted to bring a pet of any kind into the condominium property, unless approved in the lease by the unit owner.

18.11 It shall be grounds for disapproval of a prospective lessee if the unit owner is delinquent in the payment of any assessment at the time the approval is sought.

19. SWIMMING POOL

Swimming in the pool is limited to the period of from dawn to dusk. There is no life guard on duty at any time; swimmers do so at their own risk. Persons using the pool and facilities must be appropriately attired. The following basic Rules are for persons using the pool.

19.1 Shower thoroughly every time before entering the pool.

19.2 Floating devices shall be permitted in the pool, including but not limited to exercise, swimming aids and emergency floatation devices, as long as they do not cause a nuisance to others using the pool. The user of the floatation device must be cautious and aware of others at all times.

19.3 Children must be supervised at all times.

19.4 Pets are FORBIDDEN in the general pool area. **NO EXCEPTIONS.**

19.5 Running and/or ball-playing to throwing objects is not permitted in the general pool area. Skate boards and similar devices are not permitted in the general pool area. Bicycles must be secured in the bicycle rack.

19.6 Beverages may be consumed within the pool area but **GLASS BOTTLES and GLASS CONTAINERS are not allowed within the pool area.** Anyone who hosts or participates in events serving or consuming beverages will be held strictly responsible for cleaning up after refreshments in glass bottles and containers have been consumed and will further be held responsible for damage and any injury to others resulting from broken glass.

19.7 If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture.

20. SMOKING IN THE COMMON AREAS

Smoking is strictly prohibited in the Clubhouse, office, gym, kitchen, restrooms and any other common area that is enclosed.



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 are to be reported to the Management Company 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. If any irreconcilable conflict should exist with interpretation of the Rules and Regulations and the Declaration of Condominium, the Declaration of Condominium shall prevail.

By order of the Board of Directors,

DELRAY OAKS CONDOMINIUM ASSOCIATION No. 2, INC.

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Additional Numbers _____

Parking Space # _____