

Welcome to Lago Del Rey North Condominium

Lago Del Rey North Condominium community is located in Delray Beach between Atlantic Avenue and Linton Boulevard just off of Homewood Boulevard. The complex is minutes from downtown Delray Beach with easy access to restaurants, shops and the beach.

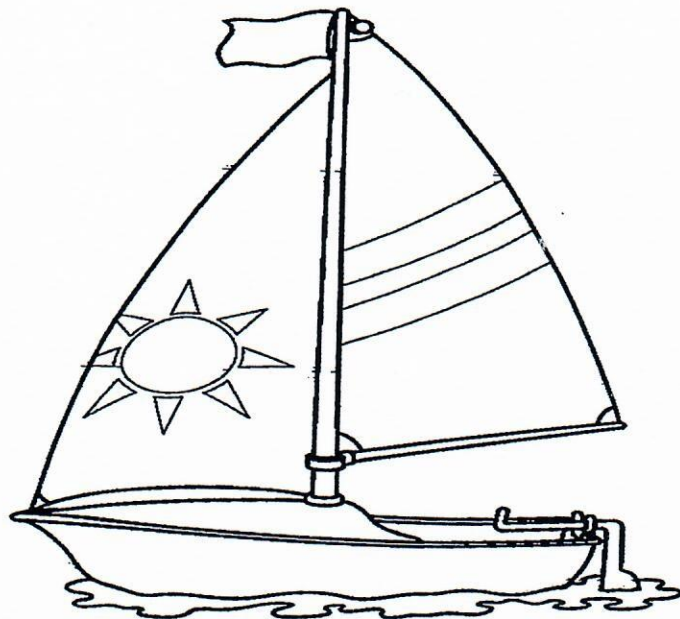
The complex is comprised of several condo two-story buildings and villa-style units spread across the neighborhood, built mainly in the 1980s and early 1990s.

Residents of Lago Del Rey North enjoy a newly remodeled swimming pool; clubhouse for social events and relaxation; pool table; tennis and pickleball courts; shuffleboard; and pond views from some buildings.

In 2024, the condo buildings and clubhouse were updated with new roofs. Future enhancements to the property include parking lot and road paving; painting of condo buildings; and interior remodel of clubhouse.

Currently, Lago Del Rey North Condominium has five board members: President, Vice President, Treasurer, Secretary and Director/Member.

***LAGO DELREY NORTH
CONDOMINIUM
ASSOCIATION, INC.***



RULES & REGULATIONS

APRIL 2015

LAGO DEL REY NORTH CONDOMINIUM ASSOCIATION, INC.
2720 CASA WAY
DELRAY BEACH, FLORIDA 33445

April 1, 2015

Dear Unit Owner/Tenant:

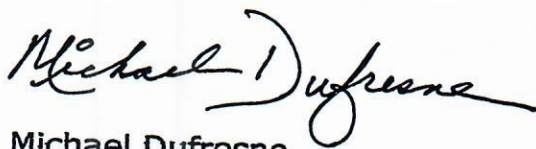
The Board of Directors of the Lago Del Rey North Condominium Association Inc. (Association) recognized that the Association's Rules and Regulations had not been updated for several years. We also found that some issues regarding the privacy and protection of your property needed to be clarified. In order to help all owners and tenants to better understand what is expected, we updated the Association's Rules and Regulations and placed them in a concise booklet format. Attached for your reference is a copy of our Rules and Regulations dated April 2015.

We encourage you to read this booklet and to become familiar with its contents. Also, please ensure that any persons who live in your Unit on either a permanent or temporary basis have access to these Rules and Regulations.

Board Members will go door to door to distribute a copy of the Rules and Regulations to each Unit. In cases where the Unit is unoccupied or we are not able to make a contact, we will send a copy of the booklet to those Unit Owners through TEEM, the Association's Property Management Company.

As you know, your property at Lago Del Rey North is well maintained and the ability to live in a safe and pleasant environment rests with the conduct of the owners and tenants. Please do your best to follow our Rules and Regulations and to respect the rights of others. Thank you.

Sincerely,



Michael Dufresne
President

cc: Anthony India, Vice President
Patrick Messineo, Treasurer/Secretary
Richard Serianni, Director

INTRODUCTION

The Lago Delray North Condominium Association, Inc. is governed by numerous documents including Florida State Laws and Administrative Rules, the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association. Each Unit Owner is responsible for being familiar with the various documents which govern the Association, and for maintaining copies as needed.

The Declaration of Condominium is the document which overrides most other Association documents, including the Rules and Regulations of the Association. Therefore, any guidance provided in the Association's Rules and Regulations must be consistent with the provisions of the Declaration of Condominium.

The Association's Board of Directors recommends that all Unit Owners maintain a copy of the Declaration of Condominium. At the time that a Unit Owner sells or transfers a unit, it is expected that a New Owner will be given a copy of the Declaration of Condominium by the Unit Owner. Copies of the Declaration of Condominium can be obtained, at the Unit Owner's expense, by contacting the Association's Property Management Company. As of April 2015, the Association's Property Management Company is TEEM Property Management, LLC, and their phone number is: 561-235-5419.

Since the inception of the Association, there have been periodic distributions of the Rules and Regulations. However, there has not been an update for several years, although there have been some Amendments made to the Declaration of Condominium. Therefore, the Association's Board of Directors has decided to produce and distribute an updated edition of the Association's Rules and Regulations.

The Rules and Regulations Booklet herein is dated April 2015. It should be used by the Unit Owners and shared with Lessees, Guests, Family Members, and others staying in the unit, so that all persons are familiar with its contents. All of the information contained in this booklet is consistent with the Declaration of Condominium.

Also included in this booklet and marked as Appendix A, is a copy of the Condominium Unit-Owner Rights and Responsibilities, published by the Florida Department of Business and Professional Regulation. This Florida State document should assist Unit Owners in understanding the rights and responsibilities afforded them by Florida Law.

The Association's Rules and Regulations are presented on the following pages and are listed in numerical sequence from #1 to #32.

DATED: APRIL 2015

LAGO DEL REY NORTH CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

The Rules and Regulations shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, lessees, and persons over whom they exercise control and supervision.

BUILDINGS, GROUNDS & PARKING LOT

1. The sidewalks, entrances, walkways, stairways, and all of the common elements must not be obstructed or used for any purpose other than passage to and from the premises; nor shall any objects be stored therein. Children shall not play or loiter on walkways, stairways, or parking areas.
2. The personal property of all unit owners shall be stored within their Condominium units.
3. No garbage cans, supplies, or other articles shall be placed on the balconies, porches or patios, and on or under the staircase landings; nor shall any articles be shaken, hung, swept, or thrown from any of the windows, doors, balconies, porches or patios, or exposed on any part of the common elements.
4. All garbage shall be placed in tied plastic bags and deposited only in the dumpster. Recyclable materials shall be placed in the appropriate containers adjacent to the dumpster.
5. All vehicles must park "head in" to parking spaces. Commercial type vehicles, boats, trailers, etc. are not permitted to be parked on the Condominium property.

Each unit owner must respect the assigned parking spaces of other unit owners.

6. The parking facilities shall be used in accordance with regulations adopted by the Board of Directors. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than 24 hours, and no repair of vehicles shall be made on the Condominium premises. All vehicles on the premises belonging to unit owners and tenants must be registered with the Property Management Company and have the appropriate identification on/in the vehicle.
7. No unit owner or occupant shall make or permit any disturbing noises in the building or Condominium premises that will interfere with the rights, comforts or convenience of others. No unit owner or occupant shall play or allow to be played any musical instrument, radio, television, tape recorder, etc. between 11:00PM-8:00AM, as to disturb or annoy other Condominium occupants.
8. No antenna or satellite installation shall be made on the roof or exterior walls of the Condominium's buildings.
9. No sign, advertisement, notice or other lettering shall be displayed on any part of the Condominium property.
10. The Association may retain a duplicate key to all units for safety concerns. No unit owner or occupant shall alter any lock or install a new lock without the written consent of the Board of Directors of the Association. Where such consent is given, the unit owner shall provide the Association with a duplicate key, pursuant to the Association's right of access.
11. No barbecuing or cooking shall be permitted on any balcony, porch or patio, or on the common area of the Condominium property, except in such areas designated by the Board of Directors of the Association. Such designated

areas will be in accordance with current Palm Beach County Fire Department regulations including the County's provision that all outdoor cooking must occur at least 10 feet from any building.

12. Concerns from unit owners regarding Condominium operations shall be made in writing on the ~~Suggestions/Complaints/Concerns Form~~ located in the Clubhouse, and such Forms shall be deposited through the Clubhouse Office mail slot.

13. No flammable, combustible, or explosive ~~fluids/chemicals~~ or propane tanks shall be kept in any unit, except such products that are required for normal household use.

14. Unit owners who plan to be absent from their units during the hurricane season (June-October) must prepare their unit prior to departure by removing all furniture, plants and other objects from their balcony, porch, or patio.

POOL & CLUBHOUSE

15. Rules governing the general use of the Pool are prominently displayed on the outside walls of the Clubhouse adjacent to the pool deck area, and must be strictly observed for the comfort, safety and welfare of all. Glassware is not permitted in the Pool area.

16. In accordance with Florida State Law, all persons ~~entering/re-entering the Pool~~ must take a shower before going into the Pool.

17. Poolside music should be played at a low level so as not to annoy others.

18. Use of the Pool is always available to all unit owners. A private party pre-approved by the Board of Directors is only

for the use of the Clubhouse and does not entitle any parties to the exclusive use of the Pool.

~~19. Smoking is not permitted in the Clubhouse in accordance with Florida State Laws, nor in the Pool area as per the Board of Directors ruling.~~

20. No public use of the Clubhouse is permitted.

21. Any request for the use of the Clubhouse by a unit owner for a private party must be submitted to the Association's Property Management Company accompanied by a \$100 security deposit. The Clubhouse must be restored to normal appearance and all debris disposed of in plastic bags and placed in available dumpsters immediately after the conclusion of the private party. The \$100 security deposit will be refunded upon the satisfactory inspection of the premises by the Property Management Company/Board Member.

~~22. Children under 16 years old are not allowed to use the pool table in the Clubhouse Billiard Room unless accompanied and supervised by an adult. No food or glassware is permitted in the Billiard Room.~~

~~23. Any person under 18 years old is not allowed to use the equipment in the Clubhouse Exercise Room unless accompanied and supervised by an adult.~~

PETS

~~24. No Pets are allowed in Buildings #15 and #18.~~

25. Pets are allowed in Building #16 but there are restrictions in accordance with an Amendment to the Declaration of Condominium recorded in the Palm Beach

County Clerk's Office on May 10, 2011. Some of the more notable restrictions are listed below:

- No more than one pet; not to exceed twenty (20) pounds at maturity, shall be kept in a Unit.
- Guests are not permitted to bring pets to the condominium.
- If an Owner, at the time of this amendment is adopted, has any pets in violation of the limit on weight or number of pets, such pets may be grandfathered as exceptions....
- Dogs and Cats shall be on a leash at all times when outside the Unit. Dogs and Cats shall never be left tethered outside the Unit....
- Unit Owner(s) and other individuals walking a dog are required to walk such dog off the Common Elements of the Condominium to relieve itself. Dogs shall not be permitted to defecate on the Common Elements. The area off the Common Elements for dog walking is along the street. The front and the rear of the Condominium buildings are part of the Common Elements and shall not be used for dog walking.
- A Unit Owner shall not allow a pet to create a nuisance or become a nuisance as may be determined by the Board of Directors of the Association in its sole discretion. The term nuisance shall include but not be limited to aggressive behavior and disturbances to other residents by barking, scratching, screeching, howling and other sounds....

USE OF UNITS BY OWNERS/TENANTS/GUESTS/FAMILY

26. The Declaration of Condominium for Buildings 15, 16, and 18 has various provisions regarding the leasing/rental of units. An Amendment for each building was filed in the Palm Beach County Clerk's Office on October 25, 2011. Each Unit Owner should refer to the applicable Amendment for exact

provisions. Some of the more notable provisions are listed below:

- No Unit Owner may lease the Owner's Unit during the first one (1) year period of ownership measured from the date the Owner received title to the Unit.
- If a tenant leaves early or the lease is terminated prior to the end of the lease term, the Unit may not be leased until one (1) year passes measured from the commencement of the lease where the tenant left or the lease was terminated.
- Building 15 provides that a Unit may be leased only one (1) time per year measured from the commencement of the lease. The minimum permitted lease term is three (3) months and the maximum permitted lease term is six (6) months.
- Building 16 and 18 provides that a Unit may be leased only once per year measured from the commencement of the lease. The lease shall be for no less than three (3) months and no longer than twelve (12) months.

27. Guests may be permitted to visit and temporarily reside in a Unit for a period not to exceed sixty (60) days in total in any calendar year, with the prior consent of the Association. Guests expected to stay for longer than fourteen (14) consecutive days are required to undergo a background check in accordance with the same application procedures required of new owners/renters.

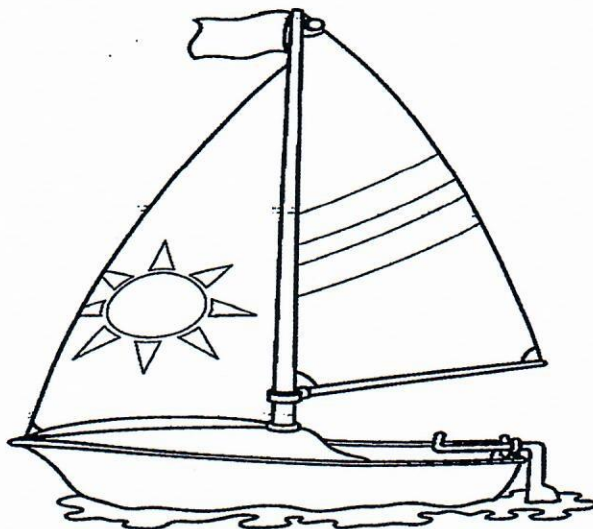
28. Owners/Renters living in a Unit may not sublet space to another person(s) in the same Unit.

29. Family members who plan to live in a Unit with the Unit Owner for more than 60 days must undergo a background check in accordance with the tenant approval and screening process adopted by the Association.

30. Unit Owners must notify the Association's Property Management Company of any Guests expected to be living in a Unit without the Unit Owner being present.

31. Guests/Family Members must obtain a temporary parking permit from the Property Management Company to park their vehicle on Association grounds.

32. Unit Owners/Renters/Guests/Family Members and any other Persons required to undergo a background check by the Association must have an acceptable credit rating, no felony convictions, and no history of disruptive behavior or disregard for the rights and property of others as evidenced by their conduct in prior living conditions.



APPENDIX A

CONDOMINIUM UNIT-OWNER RIGHTS AND RESPONSIBILITIES

DEPARTMENT OF
BUSINESS AND PROFESSIONAL REGULATION
Division of Florida Condominiums, Timeshares,
and Mobile Homes
1940 North Monroe Street
Tallahassee, Florida 32399-1030
Telephone: (850) 488-1122
Facsimile: (850) 488-7149
Toll Free: (800) 226-9101 (in Florida only)

Web Address:
www.MyFlorida.com/dbpr/



INTRODUCTION

The State of Florida provides a number of rights for condominium owners through Chapter 718, Florida Statutes (F.S.), also known as the Condominium Act, and the corresponding administrative rules, Chapters 61B-15 through 61B-24, Florida Administrative Code (F.A.C.). Along with these rights come various responsibilities that correspond to this type of community living. This brochure summarizes the rights and responsibilities of unit owners under the Condominium Act.

You should refer to the specific statutory section or rule for the exact language of each cited provision. You may visit www.MyFlorida.com/dbpr/ or contact the Division at the address on this brochure to obtain a copy of the statute or the rules.

RIGHTS

Unit owners have the right to:

Meetings and Notices

1. Receive at least 48 hours' notice of board and committee meetings, except in the case of valid emergencies, posted conspicuously on the association property. Section 718.112(2)(c), F.S.
2. Attend board and committee meetings except meetings to discuss personnel matters or meetings between the board or a committee and the association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice. Section 718.112(2)(c), F.S.
3. Receive notice of meetings at which the board shall consider a special assessment or changes to rules concerning unit use. Notice must be by mail, electronic transmission, or personal delivery and posted on the condominium property at least 14 continuous days in advance. Section 718.112(2)(c), F.S.
4. Receive notice of the annual meeting along with an agenda, by mail, electronic transmission, or personal delivery and by posting on the condominium property at least 14 continuous days in advance. Section 718.112(2)(d)2., F.S.
5. Receive at least 14 days' advance notice of a budget meeting, along with a copy of the proposed annual budget, by mail, electronic transmission, or personal delivery. Section 718.112(2)(e), F.S.
6. Receive notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf. Section 718.119(3), F.S.
7. Speak at board, committee and annual meetings subject to reasonable restrictions. Sections 718.112(2)(c), F.S. and Rule 61B-23.002(9), F.A.C.
8. Record board, committee or unit owner meetings subject to reasonable restrictions. Section 718.112(2)(c), F.S.; Rule 61B-23.002(10), F.A.C.
9. Receive written notification of any special assessment which must state the specific purpose(s) of the special assessment. Section 718.116(10), F.S.
10. Receive notification of a hearing before a committee of other unit owners before the board can levy any fine or suspend use rights for a document violation. Section 718.303(3), F.S.

Elections

1. Receive the first notice of an election no less than 60 days prior to the election either by mail or personal delivery. Section 718.112(2)(d)4.a., F.S. Rule 61B-23.0021(4), F.A.C.
2. Submit his or her name in writing as a candidate for election to the board no less than 40 days prior to the election. Section 718.112(2)(d)2., F.S. Rule 61B-23.0021(5), F.A.C.
3. Submit candidate information sheet no less than 35 days prior to the election. Section 718.112(2)(d)4.a., F.S. Rule 61B-23.0021(7), F.A.C.
4. Receive a second notice of the election, a ballot, an inner envelope, an outer envelope and copies of any timely submitted candidate information sheets no less than 14 days prior to

- the election either by mail or personal delivery. Section 718.112(2)(d)4.a., F.S. Rule 61B-23.0021(8), F.A.C.
5. Vote for the board by written, secret ballot or voting machine if there are more candidates than vacancies. If there are not more candidates than vacancies then the association is not required to hold an election. Section 718.112(2)(d)2., F.S. Rule 61B-23.0021, F.A.C.

Voting, Generally

1. Vote by limited proxies unless general proxies are specifically allowed by statute. Section 718.112(2)(b)2., F.S.
2. Vote at a meeting or by written agreement with a majority of all unit owners to recall any board member. Section 718.112(2)(j), F.S.; Rules 61B-23.0027 or 61B-23.0028, F.A.C.

Association Funds

1. Receive annual financial reports as follows:
 - a. If the association consists of 50 units or fewer, or has revenues of less than \$150,000, then, within 120 days following the end of the fiscal or calendar year or annually as provided in the bylaws, the association must provide a financial report of actual receipts and expenditures. Section 718.111(13), F.S.; Rule 61B-22.006, F.A.C.
 - b. If the association consists of more than 50 units and has revenues of at least \$150,000, then, within 120 days following the end of the fiscal or calendar year or annually as provided in the bylaws, the association must provide a compiled, reviewed or audited financial statements, prepared in accordance with generally accepted accounting principles. Section 718.111(13), F.S.; Rule 61B-22.006(1), F.A.C.
2. Vote for an alternate budget if the developer controls the board and the adopted budget provides for assessments in excess of 115 percent of assessments for the prior fiscal year. Petition the board for a special meeting of the owners to consider an alternate budget if a unit owner controlled board adopts a budget providing for assessments in excess of 115 percent of the previous year's assessments. Upon written application by 10 percent of the voting interests received within 21 days following the adoption of the budget the board shall call the special meeting of the association. Section 718.112(2)(e), F.S.
3. Pay assessments on a quarterly or more frequent basis. Section 718.112(2)(g), F.S.

Generally

1. Exclusive ownership and possession of their condominium unit. Section 718.103(27), F.S.
2. Membership in the association and full voting rights as provided in the declaration of condominium. Section 718.106(2), F.S.
3. Use the common elements and association property without paying a use fee unless the declaration of condominium so provides, or the unit owners by a majority vote of the association approve of such a fee, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property. Section 718.111(4), F.S.
4. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association. Section 718.123, F.S.
5. Inspect the association's official records subject to the reasonable rules adopted by the association.
 - a. The association must make its records available for unit owner inspection within five working days after receiving a written request.
 - b. The right to inspect the records includes the right to make or obtain copies, the reasonable expense, if any, of the unit owner. Section 718.111(12), F.S.; Rule 61B-23.002, F.A.C.
 - c. The right to inspect the records includes the right to use a portable device, such as a smartphone, tablet, portable scanner, or other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association

- providing a copy of such records. The association may not charge a member or his/her authorized representative for the use of a portable device. Section 718.111(12)(c), F.S.
6. Receive a substantive written response to an inquiry submitted to the board by certified mail. The response must be sent within 30 days, or within 60 days if the board requests a legal opinion, or within 10 days of receiving the division's advice, if the board requests advice from the division. Section 718.112(2)(a)2., F.S.
 7. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum. Section 718.1124, F.S.
 8. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes. Section 718.1255, F.S.; Rule 61B-45, F.A.C.
Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer. Section 718.302, F.S.
 9. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee or a director who willfully and knowingly fails to comply with Chapter 718, F.S., the applicable administrative rules, or the condominium documents. Section 718.303(1) and 718.1255, FS.; Rule 61B-45, F.A.C.

RESPONSIBILITIES

Unit owners have the responsibility to:

1. Pay their share of the common expenses as defined in the statute and the condominium documents. Sections 718.103(9), 718.115(2), and 718.116, F.S.
2. Use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners. Section 718.106(3), F.S.
3. Provide the association access to their units during reasonable hours for the following:
 - a. To maintain, repair or replace any common elements;
 - b. To prevent damage to the common elements or other units; or
 - c. To maintain the unit as required by the declaration of condominium. Section 718.111(5), F.S.
4. Not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains. Section 718.113(3), F.S.
5. Comply with the provisions of Chapter 718, F.S., the applicable administrative rules, the declaration of condominium, the articles of incorporation, the bylaws, and the rules of the association. Sections 718.303(1), and (3), F.S.
6. Attend and participate in unit owner meetings;
7. Attend board and committee meetings;
8. Vote on issues presented for a unit owner vote and elections;
9. Cooperate with other unit owners in day-to-day community life;
10. Bring any concerns or problems to the board of directors' attention;
11. Serve on the board of directors as needed; and
12. Be familiar with the provisions of the condominium documents.

Revised May 2014