

**EXHIBIT "E"**

**LAKE COLONY HOMEOWNERS ASSOCIATION, INC.**

**RULES AND REGULATIONS: Revised June 24, 2008**

The Rules and Regulations hereinafter enumerated as to the personal property of the Association, the Recreation Areas and the Common areas, the individual lots and quadruplex units and the Association in general shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all Owners and Lessees. The Owners/Lessees shall at all times obey said Rules and Regulations and shall use their best efforts that they are faithfully observed by their families, guests, invitees, servants, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these rules and regulations may subject the violator to any and all remedies available to the Association and other Owners pursuant to the terms of the Declarations, the Articles of Incorporation, the By-laws, 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 in addition to any remedies or rights which the Association or any Owner may have to recover damages, costs, and attorney's fees against any person violating the rules and regulations or the Declaration and any of the exhibits thereto. The Board of Directors, may, from time to time, adopt or amend previously adopted Rules and Regulations covering the details of the operation, use, maintenance, management and control of The Properties, lots, quadruplex units, recreation areas and common areas, and any facilities or services made available to the Owners. Any waivers, consents or approvals given under these Rules and Regulations and/or any amendments or additions to 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 for any other purpose other than that which is identified at the time of the giving of such waiver, consent or approval.

In addition to the rights and powers given to the Board by the Declaration, Articles of Incorporation, By-Laws and Florida law, the Board of Directors is further empowered, authorized, and instructed to see that these Rules and Regulations and/or any amendments or additions to these Rules and Regulations, are reasonably and equitably enforced and to lien against any Owner or Occupant and to proceed in the execution of foreclosure, for any and all unpaid fines or assessments resulting from the violation of any of the Association's Rules and Regulations. All unpaid fines and assessments at the discretion of the Board of Directors may bear interest at the rate of ten percent (10%) per annum starting from its due date and all payments made on account shall first be applied to interest.

Prompt and sufficient notice shall be deemed to have been given to any Owner alleged to be in violation of any rule or regulation by a letter deposited in the US Mail, addressed to the Owner at his post office address as it appears on the records of the Association, the postage thereon prepaid.

In an effort to promote the health, happiness and peace of mind of all Owners and to maximize the enjoyment of the premises and the protection of its value, it is imperative that Owners, as well as their family, guests and lessees, abide by the terms of the Declaration, By-Laws, and Rules and Regulations, as presently existing and as may be adopted or amended in the future. In review of the close proximity in which Owners reside and use the Recreation areas and Common areas, the failure to comply with the terms of the Declarations, By-laws and Rules and Regulations infringes on the rights of all other Owners. Therefore, in furtherance of the aforementioned objectives and to insure compliance with the terms of the Declarations, By-laws,

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and Rules and Regulations, as presently existing and as may be adopted or amended in the future, the Board of Directors is authorized, in its sole discretion, to levy assessments against Owners for violating the terms of the Declarations, By-laws and Rules and Regulations.

There shall be four classes of violations. The following assessments shall be applicable to said classes:

- Class One notification or \$10.00
- Class Two \$25.00
- Class Three \$50.00
- Class Four Injunction or other legal action.

Upon the determination that a violation has occurred, the Board of Directors shall notify the Owner in writing, of the alleged violation or violations for which said Owner is responsible and the amount of the assessment due there under. Within seven (7) days after notification, the Owner shall either pay to the association the assessment due under the alleged violation or submit to the Association in writing, a denial of the responsibility for said alleged violation or any mitigating circumstances that he may wish the Board of Directors to consider. Said statement denying or alleging mitigating circumstances shall be in detailed form, delineating all relevant facts and circumstances to the best of said Owner's belief and knowledge. Said Owner shall also submit, within said seven (7) days, the statements of any witnesses who may have knowledge regarding the relevant facts and circumstances. The Board of Directors shall review all relevant and mitigating facts and circumstances contained in said statements, and based on the foregoing, reevaluate its former assessment against said Owner. If the Board of Directors re-determines that its original determination was correct, and the assessment warranted, the Board of Directors shall notify the Owner of its decision and the assessment due there under. Within seven (7) days of said notification, the Owner shall submit to the Association full payment of said assessment.

Unpaid assessments, pursuant to these Rules and Regulations, shall constitute a lien on said Owners' lot or lots, with the same force and effect as if said lien were imposed under Article V of the Declaration relating to assessments and liens for common expenses. In lieu of foreclosing its lien, the Board of Directors may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Association against an Owner, the Owner shall pay the costs thereof, together with a reasonable attorneys' fee (including appellate court costs, if any.)

The Board of Directors may upgrade the designated class of a violation by one class, and thereby increase the assessment due there under, if the Owner has been previously assessed, for the same violation. Further, repetitions of the same violation may thereafter subject the Owner to an assessment based upon an increasing higher class of violation. However, in no event may the assessment for any one violation exceed the sum of \$50.00.

Based on mitigating facts and circumstances, the Board of Directors shall have the authority to totally excuse or reduce the amount of assessment established for a violation. The Owner shall be responsible at all times for his family, and guests, as well as for his lessees and sub-lessees and their family and guests. Lack of knowledge of the terms of the Declaration, By-Laws, and Rules and Regulations shall not constitute a mitigating circumstance hereunder.

**THE RULES AND REGULATIONS ARE AS FOLLOWS:**

**1. COMPLAINTS:**

All complaints shall be made in writing, signed by the Owner, and delivered to the office of the Association or at such place as designated by the Board of Directors. No complaints shall be delivered to the Board of Directors, or to an officer of the Association.

**2. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS:**

No Owner shall make, cause to be made or allow to be made any alteration and/or structural modification to his Unit or to the Recreation Areas or Common Areas without the prior written consent of the Board of Directors and where applicable any mortgagee. Any such alteration or modification made without the consent of the Board of Directors, in writing, is liable to removal, without notice, and at the cost of the Owner whose benefit the alteration or modification was made.

**3. EXTERIOR APPEARANCE:**

No improvement may be constructed upon any part of the exterior of any of the Quadruplex Units, Common Areas or Recreation Areas without the prior written consent of the Board of Directors. The exterior of the Units, including but not limited to, balconies and terraces, shall not be screened, enclosed, painted, decorated or otherwise modified in any manner without the prior written consent of the Board of Directors, and such consent may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors.

**4. ANTENNA AND WIRING:**

No radio, television or air conditioning installation and other wiring shall be made without the written consent of the Board of Directors. Any aerial or antenna erected or installed on the roof or exterior walls of the Unit without the consent of the Board of Directors, in writing, is liable to removal, without notice, and at the cost of the Owner for whose benefit the installation was made.

**5. DAMAGED RECREATION AREAS AND COMMON AREAS:**

Damage to The Properties or its improvements, including but not limited to the Quadruplex Units, Recreation Areas and Common Areas, caused by any Owner or his guests or invitees shall be the sole responsibility of such Owner.

**6. WINDOW, DOOR AND BALCONY TREATMENTS:**

No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the Quadruplex Units without the prior written consent of the Board of Directors. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a Unit, if affixed to the exterior of a Unit, without the prior written consent of the Board of Directors. No clothes line or similar device shall be permitted on any portion of the Common Areas or Recreation Areas, nor shall clothes be hung anywhere except in such areas, if any, as are designated from time to time by the Board of Directors. Any of the forgoing made without the consent of the Board of Directors,

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in writing, is liable to removal, without notice, and at the cost of the Owner for whose benefit any of the forgoing was done.

All Christmas decorations shall be taken down after Christmas by mid-January.

**7. FLAMMABLE MATERIALS:**

No flammable, combustible or explosive fluid, chemical or substance, shall be kept in any Unit, Recreation Areas or Common Areas, except as such required for normal household use.

**8. GUNS:**

No guns, including, without limitation, BB guns and sling shots, shall be fired or discharged upon the Project. Violations of this rule will be reported to the applicable law enforcement authorities for such action as they desire.

**9. PLUMBING AND ELECTRICAL:**

Water closets and other plumbing shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over-burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the individual Owner or Owners.

**10. PLANTINGS:**

No plantings of whatsoever nature shall be made by any Owner upon any Common Areas or Recreation Areas, without the prior written approval of the Board of Directors. Unit owners who have any plantings that are outside units that are dead or unsightly will be notified.

**11. ROOF:**

No owner or Occupant shall be permitted upon the roof of any Quaduplex Unit except for necessary inspection or repairs without the prior consent of the Board of Directors.

**12. HURRICANE PREPARATIONS:**

Each Owner must prepare his Unit for pending storms by:

- A. Removing all furniture, plants and other objects from patio and balcony.
- B. Any Owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other Owners, and/or to the Recreation Areas or Common Areas resulting from such failure.
- C. All hurricane shutters shall be approved by the Board before installation. All hurricane preparations are to be removed 14 days after each hurricane passes weather permitting.

**13. DOMESTIC HELP:**

Domestic help and workmen of the Owners may not gather, loiter or lounge within or upon the Recreation Areas and Common Areas of the Project.

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**14. SERVICE PEOPLE:**

No Owner shall permit any service people whether for purposes of maintenance, repair, replacement or improvement to work in a Unit, except in cases of emergencies, before 8:00 a.m. or after 9:00 p.m.

**15. DELIVERIES:**

The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an Owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

**16. BUILDING EMPLOYEES, CONTRACTORS AND ASSOCIATION'S EMPLOYEES:**

No Owner or member of his family or guest shall give orders or instructions to the Association's agents or employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

**17. INSURANCE RATES:**

No Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on any Unit, the Common Areas or the Recreation Areas. The liability for, and the expense of, any additional insurance costs to the Association shall be the sole responsibility of the Owner whose act or actions caused any such increase.

**18. PERSONAL INSURANCES:**

Although the insurance coverage afforded through the Association in addition to other coverage, provides hazard insurance for the individual Quadruplex Units, such insurance does not include coverage of personal property, upgrades to the unit beyond the original construction or liability coverage for the individual Owner. Therefore, it highly recommended that such coverage be obtained by each Unit Owner.

**19. PERSONAL PROPERTY:**

The personal property of an Owner shall be stored within his Unit, but in no event shall such property be stored or left within or upon other portions of the Recreation Areas or Common Areas.

**20. QUADRUPLEX UNIT USE:**

Quadruplex Units shall not be used for commercial or professional purposes and shall only be used as family residences.

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**21. BALCONIES AND TERRACES:**

No bathing suits, towels, or clothing shall be hung from the balconies, or terraces. No mops or rugs shall be shaken from the balconies, windows or doors. No loose articles shall be left on balconies during the hurricane season.

**22. CLEANLINESS:**

Each Owner shall be responsible to keep his Unit in a good state of preservation and cleanliness. Owners shall not allow anything whatsoever to be thrown or fall from the windows, doors, balconies or terraces.

**23. LITTERING:**

Each Owner shall be responsible for seeing to it that all Occupants of their Unit, including invitees and guests, shall not litter any portion of the Recreation Areas or Common Areas.

**24. TRASH AND GARBAGE:**

All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped and tied in plastic bags and placed only in those containers and areas designated for such purpose.

No furniture, appliances, garbage, plants, tree removal or any type of landscape removal of any kind placed outside the dumpster.

**25. FOOD AND BEVERAGE:**

Food and beverages shall only be consumed within Units and in those portions of the Recreation Areas and Common Areas designated for such purposes.

**26. BARBECUES AND OUTDOOR COOKING:**

No barbecue and/or outdoor cooking shall be permitted on balconies nor on any portion of the Common Areas and Recreation Areas except in those areas that may from time to time be designated for such purpose by the Board of Directors. Barbecues and/or outdoor cooking shall be permissible on Quadruplex Unit Owner's individual patios providing that same does not create a nuisance of any type or nature as subject to all rules and regulations that may be promulgated by the Board of Directors.

**27. NUISANCES:**

No Owner shall make or permit any disturbing noises any place upon the Properties by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Owners. No Owner shall play upon, or suffer to be played upon any musical instrument or other sound equipment, in such manner that same would disturb any other Occupants.

**28. SOLICITATIONS:**

There shall be no solicitation permitted by any persons, anywhere in or about the Properties for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

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**29. CHILDREN:**

Each Owner shall be solely responsible for the actions and the actual cost of any damage caused by his/her children or his/her visiting children. Owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations. Children under twelve (12) years of age shall not be allowed in the pool area unless accompanied by an adult over the age of eighteen (18) at all times.

**30. GUEST OCCUPANCY:**

Any and all guests of Owners shall be required to comply with all rules, regulations, rights and obligations created by the Declaration and its exhibits. Any guest residing in Lake Colony more than 30 days is considered a resident and the owner needs to advise management and set up an interview for that individual(s).

**31. PETS:**

A. No pets may be kept, bred or maintained for any commercial purpose.

B. No animals other than domestic animals shall at any time be permitted upon the Recreation Areas or Common Areas.

C. In no event shall any pet be permitted in or upon any of the Common Areas unless carried or leashed and then only in those areas as may from time to time be designated by the Board of Directors. The owner or individual walking any pet shall be required to clean up after the pet. No pet may be chained or tied to the exterior of any Unit or on any Common Areas or Recreation Areas.

D. In no event shall any pet be permitted upon or within the Recreational Areas, including but not limited to the pool area.

E. All pets must be sufficiently under control at all times so that they do not become a nuisance to the Owners of other Quadplex Units. Dogs and cats shall be on a leash at all times. Pets found running loose may be reported to the County of Palm Beach any may be picked up and impounded by the County.

F. If a dog or other animal becomes obnoxious to other Owners by barking or otherwise, and/or in the event that any pet becomes a nuisance, the owner thereof must cause the problem to be corrected, or if it is not corrected, the owner, upon written notice by the Board of Directors, shall be required to remove the pet from the Common Areas and Recreation Areas. If the Owner fails to remove the pet from the Properties, the Board of Directors shall be entitled to take such action as may be necessary to secure the removal of said pet from the Properties, including but not limited to securing an injunction requiring removal of said pet, and the owner of said pet shall in such cases be responsible for court costs and attorneys' fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets.

G. The owner of any pet shall indemnify the Association and each of the Owners, and hold same harmless against any loss and liability of any kind or character whatsoever arising from or growing out of owning and/or keeping any animal.

H. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY (Lake Colony) except for COMMON HOUSEHOLD DOMESTIC pets. In any event, only dogs and cats will be permitted outside of the permanently enclosed living space of a unit.

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No pet other than a cat or dog shall be permitted outside of such portion of a unit including but not limited to any screened in porch or patio. Any pet must be carried or kept on a leash when outside of a unit or fenced-in area. No more than two (2) cats or dogs shall be permitted in any one unit.

Any owners who currently have more than two (2) pets at this time (May, 2007) shall be grand fathered in for the existing pets however upon the loss of such pet these pets shall not be replaced.

Each dog shall weigh no more than thirty (30) pounds. No pit-bull or pit-bull type dogs allowed in Lake Colony, (veterinarian proof may be required from time to time). Any owners who currently have any dog(s) weighing more than fifty (50) pounds, pit-bull or pit-bull type dogs as of (June 24, 2008), shall be grand fathered in for the existing pets; however, upon the loss of such pets these pets shall not be replaced with a dog(s) weighing more than fifty (50) pounds, pit-bulls or pit-bull type dogs.

**32. SIGNS:**

No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Owner on any part of the Unit which can be seen from the Common Areas or Recreation Areas or another unit, or upon any portion or part of the Recreation Areas or Common Areas without the prior written consent of the Board of Directors. All unauthorized signs placed on common ground will be removed from the property.

**33. MOTORCYCLES:**

Motorcycles will not be parked or placed in any area other than in designated motor vehicle parking spaces. No motorcycles will be driven upon Common Areas other than roadways and parking areas. All motorcycles will be equipped with appropriate noise muffling equipment, and the Board of Directors shall be authorized to bar from the Common Areas any motorcycle or other motor vehicle that causes an abuse of normal noise levels. Any damage done to the Common Areas, including but not limited to the pavement, as a result of motorcycle kickstands or other use of motorcycles shall be the sole responsibility of the owner of the motorcycle causing such damage, and/or of the Owner responsible for the motorcycle's presence on the Common Areas. Under all circumstances, motorcycles or motor vehicles shall be parked on pavements only, as designated by the Board of Directors, and not on lawns or green areas.

**34. PARKING:**

A. Parking areas upon the Common Areas shall be used only by Owners, their lessees and guests and invitees.

B. Parking areas shall only be used to park private passenger motor vehicles, police, fire department, and medical emergency motor vehicles and certain passenger motor vehicles used for business purposes, as hereinafter described.

1. Passenger motor vehicles bearing business or corporate markings and/or insignia are permitted to park in an appropriate parking space so long as there is magnetic covering over all of said markings or complete vehicle covering. Ladders and other protruding items must be removed during overnight hours. Such vehicles may be parked in the appropriate parking areas subject to the same terms and conditions governing the parking of private passenger motor vehicles.

C. Owner and lessees shall only park their motor vehicles within those parking spaces that have been assigned to them and may only park one vehicle per assigned parking space. There are two parking spaces assigned to each unit.

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D. No Motor vehicle that is unregistered, or without license plates, or having expired license plates or cannot operate on its own power shall remain on the Common Areas for more than twenty-four (24) hours, and no repair of any motor vehicle shall be made on the Common Areas.

E. Except as permitted above no mobile homes, trailers, campers, boats, vehicles used for commercial purposes, or other vehicles or equipment, other than private passenger vehicles, vans, sport utility vehicles and pick up trucks with a gross vehicle weight not exceeding 14,500 pounds shall be parked or left standing upon the Common Areas, except for purposes of loading or unloading. Recreational trailers and boats shall be allowed to park on Lake Colony property for a maximum of twenty four (24) hours and may not protrude outside of the normal areas of an assigned parking space.

F. No motor vehicles shall be parked other than in areas designated for parking.

G. Vehicles improperly parked will be towed away at the expense of the Owner of the Unit doing or permitting such act, and/or the owner of the vehicle after reasonable notification. Wherever and whenever required, the local police authorities shall be called upon to assist in the enforcement of the foregoing rules; however, the Association shall not be obligated to call the police and may act on their own volition where reasonably necessary.

**35. VEHICULAR AND PEDESTRIAN TRAFFIC:**

All vehicular and pedestrian traffic being in and/or operating upon the Common Areas, shall at all times comply with the controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of thirty (30) miles per hour. Violators will be subjected to all civil penalties as well as those imposed by the Association.

**36. WHEEL VEHICLES:**

No Owner shall permit wheel vehicles, including but not limited to bicycles, carriages and shopping carts to be used in a manner that would interfere with vehicular and pedestrian traffic upon the Common Areas. No bicycles shall be permitted to be ridden within or upon the Recreation Areas or Common Areas nor anywhere else excepting the roadways and streets of the Common Areas.

**37. PASSAGEWAYS:**

Sidewalks, entranceways, and all other portions of the Common Areas must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

**38. RIGHT TO ENTER IN EMERGENCIES:**

In case of an emergency originating in or threatening a Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it, shall have the right to enter such area for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate. In the event any damages are caused, or result, from the necessity to enter in any such emergency, the cost of such damages shall be the sole responsibility of the Owner.

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**39. RECREATION AREAS:**

A. The use of the Recreation Areas is limited solely to the Members of the Association and their invited guests. Swimming and other use of the Recreation Areas shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its Members. The use of the Recreation Areas shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of said facilities by all the Members. Rules and Regulations shall be posted in a conspicuous place, in or upon the Recreation Areas, and it shall be the responsibility of the individual Owners to apprise themselves of same.

B. No Recreation Areas of Common Areas may be used for any commercial or money making purpose, whether by reservation or otherwise, without the prior approval of the Board of Directors, in writing.

C. No games, programs or activities of any kind, shall be conducted in any of the Recreation Areas or in any of the Common Areas, which could reasonable be expected to result in damages to any of the Recreation Areas, Common Areas or personal property of the Association, or to that of an Owner.

D. Pool hours shall be from 9:00 a.m. to dusk seven days a week excepting for especially programmed activities. The pools hours can be changed by the Board of Directors at their discretion.

**40. FENCES:**

No fence, wall or other structure shall be erected in the front yard, back yard, or the yard setback areas, except as originally installed by Developer, and except any approved by the Board of Directors. All fences are to be shadow box construction. All extension of fences have to be approved by the Board. Nothing but plants and umbrellas shall be seen above the fence.

**41. GARBAGE AND TRASH DISPOSAL:**

No garbage, refuse, trash or rubbish shall be deposited on any lot except in a walled-in area: provided, however, that the requirements from time to time of the County of Palm Beach for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**42. WINDOW COVERINGS:**

Where window coverings that are visible from common areas are other than white, off-white, or beige they must be lined or under draped or blackout draped in white, off-white or beige.

**43. PAINTING:**

Units' outside walls remain the Lake Colony beige. Trim is brown and doors remain beige. Fence remains natural color not painted. All screen doors are bronze. Flashing is bronze.

I have read and understood the rules and regulations of Lake Colony Homeowners Association.

Signed Unit Owner/Renter \_\_\_\_\_ Dated: \_\_\_\_\_