

ONALD HILLEY P.A.
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Beach Gardens Florida 33410
627-0009

RESOLUTION AMENDING THE
RULES AND REGULATIONS
OF THE
FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., is a corporation not for profit under the laws of the State of Florida, with Articles of Incorporation filed in the office of the Secretary of state on the 29th day of March, 1979, and

WHEREAS, the Association was organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common with the members of the Forest Lakes Property Owners Association, Inc., which members shall all be property owners at Forest Lakes, and

WHEREAS, such operation by the Association includes the management of Forest Lakes in keeping with the terms and conditions as set forth in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions of Forest Lakes, as recorded in the Public Records of Palm Beach County, Florida in Official Records Book 3069, Pages 700-704, and thereafter re-recorded at Official Record Book 5765, page 691, and the By-Laws of Forest Lakes, (the governing documents), and the enforcement of such governing documents, and

WHEREAS, the Rules and Regulations shall apply to and be binding upon all owners of townhouses in Forest Lakes. The townhouse owners shall at all times obey said Rules and Regulations and shall be responsible to see that the Rules and Regulations are faithfully observed by their families, guests, servants, lessees and persons over whom they exercise control and supervision.

WHEREAS, the Board of Directors has considered and passed amendments to the Rules and Regulations of the Association, the Rules and Regulations of the Association are hereby amended, replacing the existing Rules and Regulations as follows:

1. **NUISANCE:** No nuisance shall be permitted to exist upon any property so as to be detrimental to any other property in the vicinity thereof, or to its occupants. No owner or lessee or any guest or agent of an owner or lessee shall create or permit any disturbance that will interfere with the rights, comforts, or convenience of others.

2. **PETS:** Pets shall be restricted to no more than two pets per dwelling. The term "pet" shall mean a cat or a dog. Any other category of pet shall require approval by the board of directors upon application of the Unit owner. The Association may remove or cause removal of pets which are offensive to other residents after written notice to the owner, or in emergency circumstances may do so without notice provided that notice is given as soon thereafter as practical. In addition to the authority of the Board through the governing documents, the Board or its agent(s) may seek enforcement of this rule or any applicable municipal or county ordinance through any appropriate government agency.

Pets shall be on a leash at all times as is required by the leash law of Palm Beach County or any other applicable county ordinance. Pets found running loose shall be reported to Palm Beach County, and will be picked up and impounded. The owner of each pet shall be required to clean up after the pet in order to properly maintain the common areas.

3. TRASH AND HAZARDOUS WASTE: Trash, including cat litter and all other animal waste, shall be placed in the receptacles furnished. For sanitary reasons, all trash, except newspapers, shall be placed in plastic bags and tied securely before being placed in the trash receptacles. All boxes and cartons are to be flattened; and gardening debris is to be cut into suitably sized pieces before placing them in an appropriate dumpster. All bulk items, including but not limited to construction trash and debris, that are not picked up by the sanitation service must be removed from the premises at the owner's expense. In no event shall trash be placed outside the trash receptacles. It is the homeowner's responsibility to dispose of items that do not go into receptacles.

Toxic or hazardous waste products, such as poisons, paints, petroleum products, cleaning fluids, etc. shall not be placed in trash receptacles or otherwise disposed of in or around Forest Lakes. All such toxic or hazardous waste products must be properly disposed of according to city, county, state and federal law.

4. BARBECUES: Barbecue grills and similar devices shall be used in courtyards only.

5. EYESORE: Unit owners and tenants shall not cause or permit an eyesore which would detract from the aesthetics of the Forest Lakes community. No clothes or similar articles shall be hung on balconies, fences or outdoors for any purpose whatsoever, except that they may be hung within courtyards and below the height of the courtyard fence.

Bicycles, toys, or clutter shall not be left outside courtyards at any time since they constitute a safety hazard. Bicycles, toys, or clutter shall be considered abandoned if within a reasonable time after notice to the owner the particular items are not removed, or in the event that the owners are unknown, said items will be disposed of within a reasonable time without notice.

6. MOTOR VEHICLES / TRUCKS / BOATS / TRAILERS / MOTOR HOMES / BUSES AND OTHER SUCH VEHICLES:

a. A commercial vehicle is any car, truck, van, panel truck, or any other vehicle used for the conduct of business or commercial purposes, except passenger cars used solely for the transportation of people, and not for the transportation of any goods, supplies, tools of a trade or business products if these items are visibly exposed.

Commercial vehicles and vehicles bearing a commercial sign or display, shall not be permitted to park or use residential streets in Forest Lakes. Notwithstanding the foregoing, commercial vehicles providing temporary necessary services to the residents of Forest Lakes may park, only in parking lots

For the purposes of this rule, ordinary maintenance does not include the changing of oil, lubricants or any other fluids of a motor vehicle. (See Rule 3, regarding hazardous waste removal)

g. Damage done to the common areas, including but not limited to the pavement as a result of oil leaks, motorcycle kick-stands, etc., shall be the responsibility of the owner and the lessee of the unit who himself, a family member, guest or visitor created said damage.

h. All vehicles must be equipped with appropriate noise muffling devices in accordance with county and city ordinances. The Association shall be authorized to bar from Forest Lakes any motorcycle or other motor vehicle that operates so as to disturb others.

i. Motorcycles shall not be parked or placed in any area other than in the parking areas designated for that purpose. No motorcycle shall be allowed to be driven upon common areas other than roadways or parking areas.

j. Parking in areas not designated for that purpose, or on any unpaved area will result in the offending vehicle being towed away at the owner's expense, and at the option of the Association, the imposition of a fine or any other remedy allowed by the Rules, By-Laws or by the Declaration of Covenants, Conditions and Restrictions of Forest Lakes.

k. A vehicle owner in violation of any of the provisions of this Rule 6 may be towed at the option of the Association, at the owner's / tenant's expense. In addition to the above, the owner / tenant of the Unit responsible for said vehicle shall be liable for fine or any other remedy allowed in these documents, including reasonable attorney's fees for the enforcement of this provision. unit owners are strictly responsible to ensure that their representatives, employees, agents, guests, visitors, etc., or any other occupants of the Units comply with these rules and as such are responsible and liable to the Association for violations.

l. The remedies available to the Association stated herein shall be in addition to any other remedies permitted under the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association.

7. PROPERTY DAMAGE: Parents, whether owners or lessees, shall be responsible to the Association for any property damage to the common areas which is caused by their children.

8. SIGNS: Only signs advertising sales or leases of units are permitted. There shall be no more than two such signs and the dimension of each sign shall not exceed three (3') feet by three (3') feet. Said signs may not be displayed on common areas.

9. ANTENNAE / NOISE: Because of the need for aesthetic uniformity in the Forest Lakes Community, and in order to preserve the appearance and common scheme of the community, and through this uniformity, appearance and common scheme, preserve the property values of its members, ~~N~~ no exterior radio, television antennae, or other electronic devices, including but not limited to satellite dishes or similar equipment, in open view, are permitted. Radios, stereo, tape players and the like, including but not limited to home, motor vehicle, or transportable systems, shall be played at levels so as not to disturb other residents of Forest Lakes and shall not be played in excess of city, county or state ordinances or statutes prescribing noise levels.

10. SALE OF A UNIT: In the event of a sale, it shall be the responsibility of the purchaser of the Townhouse Unit to furnish the Association with a recorded copy of the Deed of Conveyance indicating the owner's mailing address for all future assessment and information notices and other correspondence from the Association. Prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the new purchaser shall be required to execute an agreement acknowledging that he takes title subject to the By-Laws, Rules and Regulations of the Association, which he agrees to abide by. In addition, said purchaser shall agree to abide by all city, county and ordinances and state laws and any rules pertaining thereto. Application/processing fees shall be established by the Board of Directors.

11. LEASE OF A UNIT: In the event that a Unit is leased, it shall be the Unit owner's duty to provide the Association with that owner's mailing address for all future assessment notices and other correspondence from the Association, the tenant shall be required to execute an Addendum to the lease agreement, in substantially the same form as Exhibit "A" (or as from time to time at the discretion of the Board may be modified or amended), attached hereto, acknowledging that the tenant, tenant's family, guests and visitors are subject to the By-Laws, Rules and Regulations of the Association, and agrees to abide by them. In addition, said lessee shall agree as part of the lease agreement to abide by city and county ordinances and state laws and any rules pertaining thereto. Application / processing fees shall be established by the Board of Directors.

12. FINES / PENALTIES: In addition to all other remedies, including those set forth in these Rules and Regulations or the governing documents of the Association, a fine or fines or suspension of common area use may be imposed upon an Owner or other violating party for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained in the Articles of Incorporation, the Declaration of Covenants and Restrictions or By-Laws of FOREST LAKES or Rules and Regulations promulgated pursuant thereto, including any amendments, provided the following procedures are adhered to:

- a. Notice: The Forest Lakes Property Owners Association, Inc. shall notify the Owner or offending party of the infraction or infractions, and the Owner or offending party shall correct the infraction(s) within fourteen (14) days of receipt of said notice. Included in the notice shall be the date and time of a meeting of the Rules Committee, appointed by the Board, and comprised of not less than three members who shall not be Board

Members, Officers, employees of the Association, or the spouse, parent, child, or sibling of an officer, director, or employee. At the meeting, an Owner or offending party shall be given the opportunity to present reasons why a penalty(ies) should not be imposed.

- b. **Hearing:** Evidence of noncompliance shall be presented to the Rules Committee after which the Committee shall hear evidence and reasons why penalties should not be imposed if offered by the Owner or offending party. A written decision of the Committee shall be submitted to the Owner and/or offending party by not later than twenty-one (21) days after the meeting. Upon approval of the fine by the Committee, the Board shall forthwith thereafter levy the fine.
- c. **Penalties:** Fines against the property owner or offending party shall not be in excess of Fifty (\$50.00) Dollars for each occurrence/violation, and may include suspension of common area use rights (but such suspension shall not preclude parking or right of access to the Unit).
- d. **Payment of Penalties:** Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.
- e. **Collection of Fines:** Fines shall be treated as an individual assessment otherwise due to the Forest Lakes Property Owners Association, Inc.
- f. **Application of Fines:** All monies received from fines shall be allocated as directed by the Board of Directors.
- g. **Nonexclusive Remedy:** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Forest Lakes Property Owners Association, Inc., may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Forest Lakes Property Owners Association, Inc., may otherwise be entitled to recover by law from such owner.

13. **GRANDFATHER CLAUSE:** Any Unit Owner or Lessee of a Unit Owner who was not, at the time of approval and recording of the above Rule 2 (as to number of or kind of pets allowable) or 6(a) (as to commercial vehicles), in violation of the former rule on the same subject, but by virtue of this rule change, may now be in violation of the provisions of 2 (as to number of or kind of pets allowable) or 6(a) of these rules shall comply with Rule 2 and 6(a) on the earlier of the following occurrences: (1) upon sale of, or change of title to the offending commercial vehicle, boat, trailer, motor home, bus or truck over 3/4 tons or other such violating vehicle, or, (2) upon change of circumstances which brings said unit owner into compliance with these rules (e.g. the death of a pet) or (3) upon sale of a unit occupied by the violating Unit Owner, or (4) as to tenants with written leases, at the end of the current term of the lease agreement, without allowance for extension (in other words, a tenant who is renewing

14. **ENFORCEMENT:** The Board of Directors shall enforce the Rules and Regulations of the Association, and violations of these Rules and Regulations are a violation of the governing documents and the Association shall be entitled to recover its expenses, including reasonable attorneys' fees in any enforcement action.

THE FOREGOING Amendment to the Rules and Regulations of the Forest Lakes Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, and pursuant to affirmative vote of the Board of Directors as indicated by signatures set forth below, on the 9 day of September, 1996.

Witness as to all officers: Forest Lakes Property Owners Association, Inc.

Kathleen Adams
Witness as to all Directors

Sandra Webb
Witness as to all Directors

Robert Rossi
Director

Jul Ruse
Director

Melissa Via
Director

Crolynn J. Amosky
Director

Norman W. Shelley
Director

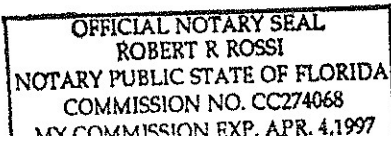
STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared

to me known to be Directors of the Forest Lakes Property Owners Association, Inc., and they acknowledged before me that they each signed their names to the foregoing document.

WITNESS my hand and official seal in the County and State aforesaid this 11 day of September, 1996.

Robert R Rossi
Notary Public
Robert R Rossi



or any applicable municipal or county ordinance through any appropriate government agency.

All pets and service animals shall be on a leash which is attached to the pet/service animal and in the direct physical control of a person capable of controlling such pet/service animal at all times as is required by the leash law of Palm Beach County or any other applicable county ordinance. Pets or service animals found running loose shall may be reported to Palm Beach County or any other appropriate authority, and will to be picked up and impounded. The owner of each pet or service animal shall be required to clean up after the pet or service animal in order to properly maintain the common areas.

Any Unit Owner or Tenant, who was not, at the time of approval of this Amendment to the Rules and Regulations, in violation of former Paragraph 2, but by virtue of this Amendment, is now in violation of its provisions, shall comply with this amendment on the earlier of the following occurrences: (1) the death of the pet (in which case said pet shall not be replaced by one that would be in violation of the new Amendment), (2) upon the sale of the unit or (3) upon the expiration of the current lease (should a current tenant have a pet that would by virtue of this Amendment be in violation they can renew their lease but the violating pet must not remain on the premises). Pets subject to this exception are hereafter referred to as "grandfathered pets" and are subject to all other provisions of the Association's governing documents.

All other Rules and Regulations remain unamended, and are reaffirmed hereby.

THE FOREGOING Amendment to Paragraph 2 [PETS] of the Rules and Regulations of the Forest Lakes Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, and pursuant to affirmative vote of the Board of Directors as indicated by signatures set forth below, on the 28 day of MAY, 2003.

Witness as to all officers:

Margaret Schmidt
Witness as to all Directors

Mavis M...
Witness as to all Directors

Forest Lakes Property Owners Association, Inc.

Carolyn Sinsky
Director

Scott Mat...
Director

Tara H. Finziger
Director

Full name
Director

Stephene M Dunlop
Director

STATE OF FLORIDA
COUNTY OF PALM BEACH } ss:

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared Carolyn Sansky, Scott Martin, Jara Finnigan, Joel Kane, Stephanie Dunlop to me known to be the Directors of the Forest Lakes Property Owners Association, Inc., and they acknowledged before me that they each signed their names to the foregoing document.

WITNESS my hand and official seal in the County and State aforesaid this 28 day of May, 2003.



Magen A. Schmiedel
MY COMMISSION # CC902030 EXPIRES
January 13, 2004
BONDED THRU TROY FAIR INSURANCE, INC

Magen A. Schmiedel
Notary Public Magen A. Schmiedel
My commission expires: 1-13-04