

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

FOREST LAKES

(Townhouse Community)

Palm Beach County, Florida

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ROBERT C. MALT & CO,
is the owner of certain property to be hereinafter known as FOREST LAKES,

A parcel of land lying and being in Section 12, Township 44,
South, Range 42 East, Palm Beach County, Florida more
particularly described as follows:

A replat of the West half of Lot 1, and all of Lot 2,
Block 4, Section 12, Plat of Palm Beach Plantations
as recorded in Plat Book 10, Page 20, public records
of Palm Beach County, Florida.

1. All the land described above less all the land comprising the
Townhouse Units, shall be known as common property, such common property
shall consist of the roadways, parking, water management tracts, drainage
easements and all unimproved areas as shown on the plat of Forest Lakes.
This common property will be owned by Forest Lakes Homeowners Association,
Inc., a corporation not for profit organized under the laws of the State
of Florida, herein-being conveyed to the Association by the undersigned
by separate instruments to be recorded in the public records of Palm Beach
County, Florida. The Association shall administer such property in
keeping with the Declaration as well as the Articles of Incorporation
and By-Laws of Forest Lakes Homeowners Association, Inc., together with
the Rules and Regulation promulgated by the Association.
2. The undersigned is conveying to the Association certain items of
personal property to be known as limited common property. This limited
common property shall consist of the water and sewer lines going from the
point of connection of same to the central water distribution and sewage
collection lines of Palm Beach County, Florida. These items of personal
property shall be administered by the Association for the benefit of the
owners of the four (4) separate townhouse units in each structure. The
expense of repair, replacement, cleaning and maintenance of these lines
for a particular structure shall be borne equally by the four (4) owners
of the townhouse units located in such structure. Upon the expenditure of
funds by the Association for any such purpose each townhouse owner in
the structure shall be assessed for his share of the expense. The assessment
shall be due and payable thirty (30) days after billing and all sums unpaid
after thirty (30) days shall bear interest at the rate of ten (10) percent
per annum from the date when due until paid. All payments upon account
shall be first applied to interest and then to the assessment payment first
due. The Association shall have the right to file a lien against the
property of the owner who shall fail to make this required assessment
payments. The lien for unpaid assessment shall also secure costs and
reasonable attorney's fees incurred by the association incident to the
collection of such assessment or enforcement of such lien.
3. Each owner at Forest Lakes will own fee simple title to his townhouse
each of which shall be located in a structure containing four (4) separate
townhouse units. Ownership of these units shall be separated by a party-
wall agreement to be filed in the public records of Palm Beach County, Florida.

PREPARED BY:
Robert C. Malt & Co.
565 Kirk Road
Palm Springs, FL 33461 - 1 -

RETURN TO: *AM:JR*
GUNSTER, YOAKLEY, CRISER, STEWART & HERSEY
PROFESSIONAL ASSOCIATION:
FIRST NATIONAL BANK BUILDING
PALM BEACH, FLORIDA 33460

OFF REC 3069 PG 0700

79 092737

1979 MAY 31 AM 11:32

1660

4. No townhouse owner shall in any way deface or change the color of the exterior of his townhouse. Exterior walls, roof and the fencing around the courtyard are to be maintained by each townhouse owner in quality condition at all times. Failure to maintain the townhouse in such manner will result in a thirty (30) day notice to the townhouse owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to by the owner, or the owner does not file suit within the thirty (30) days to stop the Association, the Association may, contract to have such work performed and the townhouse owner will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the townhouse owner shall be responsible for attorneys' fees and costs. Each townhouse owner covenants and agrees that he will decorate the exterior or the dwelling upon his property in a color and finish similar to and consistent with the color and finish of the other owner's townhouse. If a townhouse owner shall desire to decorate the exterior in a color and finish other than that originally supplied by the building at the time of construction of the townhouse units, then the consent in writing of the other townhouse owners shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon a townhouse unit, then the consent in writing of any and all holders of the first mortgages shall also be required prior to such change in decoration being affected. Nothing herein shall be construed to require a townhouse owner to obtain any approval in writing otherwise for the painting of exterior of his townhouse in color and finish consistent and compatible with the color and finish of the other townhouse units. Normal maintenance of the roof of the townhouse units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of three of the four townhouse owners. The expense of such maintenance shall be borne proportionately by the townhouse owners. The proration shall be determined by the ratio of square footage of each townhouse units roof to the total of the entire of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one townhouse unit the repair or replacement shall be at the expense of the said townhouse unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or wilful misconduct of any one townhouse owner, such negligent owner shall bear the entire cost of repair or replacement. If any townhouse owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or wilful misconduct, any other affected townhouse owner may have such roof repaired or replaced and shall be entitled to a lien on the townhouse of the other unit owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a townhouse owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amount paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the townhouse owners.

5. Property and casualty insurance on each townhouse structure shall be maintained through the Association, so as to protect each owner at the lowest reasonable cost. Each townhouse owner will be assessed annually for the insurance premium covering his dwelling structure which insurance shall be in amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. The assessment for insurance shall be due and payable when billed which shall be sixty (60) days prior to the expiration date of the policy covering each building at Forest Lakes. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of such owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the townhouse structure. Each townhouse structure owner shall insure any contents placed in the townhouse structure after the closing as well as any additions made in or to the townhouse structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the townhouse owners. Such insurance will be handled in the same met-

hod as set forth above. In the event of any casualty loss, the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the townhouse buildings and improvements shall be insured in any amount equal to the maximum insurable replacement value, excluding foundation and excavating costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage indorsement and floor insurance, if required.

6. Each townhouse owner shall automatically become a member of Forest Lakes Homeowners Association, Inc. by virtue of acceptance of the deed of conveyance to his townhouse. As a member of such Association said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

7. The Association shall collect a quarterly charge from each townhouse owner. This charge shall be used to maintain the common property and shall be defined as being "current expenses" with in the terms of the By-Laws for Forest Lakes Homeowners Association, Inc. Current expenses shall include lawn and landscape maintenance for the common property and other expenses incurred in the maintenance and operation of Forest Lakes property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate Forest Lakes property. Each townhouse owner shall be responsible for paying his assessment charge on a current basis. Failure to pay the assessment shall result in the imposition of a lien upon his townhouse by the Association for such sum in this event the Association shall be entitled to attorneys' fees and costs. In addition to the quarterly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any repair or replacement of any portion of the common property provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a members' meeting duly called for this purpose under the terms set forth in the By-Laws of Forest Lakes Homeowners Association, Inc.

8. Each townhouse owner shall have perpetually the full, free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the townhouse owner. This use is, however, subject to the right of the individual townhouse owner to the exclusive use of the parking spaces as assigned by the Association.

9. All mortgagees of townhouse owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all townhouses upon which they have a mortgage loan.

10. When the mortgagee of a first mortgage of record or other purchaser of a townhouse obtains title to the dwelling as a result of foreclosure of the first mortgage, or by a deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association, pertaining to such townhouse or chargeable to the former townhouse owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or by a deed taken in lieu of foreclosure until said townhouse is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment, collectible from all of the townhouse owners including such inquirer, his successors and assigns.

11. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary.

12. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on fifty (50%) percent of the units. The owners of units shall be entitled to elect one (1) member of the Board of Directors of the Association after fifty (50%) percent of the units are sold and closed, and a majority of the Board when eighty (80%) percent of the units are sold. During the period the undersigned has sole control of the Association, it has the sole right to amend this Declaration of Protective Covenants, Conditions, and Restrictions without requirement of the joinder of any townhouse owner. Provided, however, written joinder and consent of all mortgagees of any townhouse unit shall be required. Further, the undersigned shall have veto power on any act of the Board of Directors as long as the Developer owns units on any decision of the Board that effects the marketability of any units still owned by the undersigned, at which time the Association has been turned over to the members consistent with this paragraph and the Articles of Incorporation the members of the Association shall have the right to amend the Declaration of Protective Covenants, Conditions and Restrictions consistent with the Articles of Incorporation.

13. The undersigned has arranged for the wiring in conduits capable of furnishing master cable television system to Forest Lakes. Each owner shall be responsible for any charges of the use of such master antenna cable television facility. In no event shall any exterior radio or television antennas be permitted.

14. Any lien referred to in the Declaration shall not be effective unless and until same has been recored in the public records of Palm Beach County, Florida.

15. In the event a townhouse unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause and allow his townhouse to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to use insurance proceeds on the units to accomplish such repair and rebuilding of the townhouse unit to comply with this responsibility.

These covenants are to run with the land and shall be binding on all parties and all personal claiming under them for a period of twenty (20) years from the date these covenants are recorded after which time they shall be extended automatically for successive periods of twenty (20) years, unless an instrument signed by a majority of the owners of the townhouses and their mortgagee has been recorded agreeing to change the covenants in hole or in part, except as otherwise provided in paragraph 12 above.

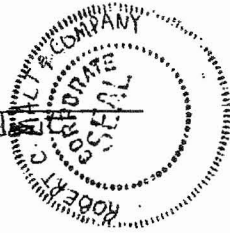
Enforecemtn shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have set my hand and seal this 31st
day of May 19 79.

ROBERT C. MALT & COMPANY

Robert C. Malt
Robert C. Malt - President



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

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Robert C. Malt, to me known as the President of Robert C. Malt and Co. a corporation under the laws of the State of Florida, and acknowledged that he executed the foregoing instrument for and on behalf of the said corporation, as and for its act and deed for the uses and purposes therein expressed, and the said president further acknowledged that he affixed the seal of the said corporation to said instrument; that the seal thereto affixed is, in fact, the seal of the said corporation and that the seal was affixed pursuant to due and legal corporate authority.

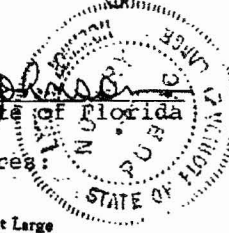
WITNESS my hand and official seal this 31st day of May
A.D. 1979.

(SEAL)

Sum M. Johnson
Notary Public, State of Florida

My Commission expires:

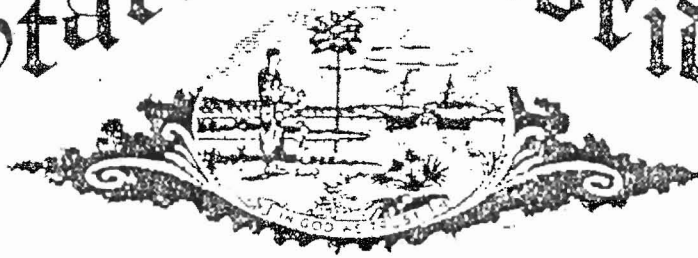
Notary Public, State of Florida at Large
My Commission Expires July 26, 1982
Bonded through Cornelius, Johnson & Clark, Inc.



OFF REC 3069 PG 0704

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 29, 1979, as shown by the records of this office.

The charter number for this corporation is 746501.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 30th day of March, 1979.



CER 101
12-78

LeRoy Fu
Secretary of State

ARTICLES OF INCORPORATION

FILED

OF

MAY 25 9 00 AM '50

FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(A Corporation not for Profit)

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned persons do hereby make, subscribe and acknowledge that they have voluntarily associated themselves together for the purpose of forming a corporation not for profit, the Articles of Incorporation of which read as follows:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The initial principal office of the Association shall be located at 1920 Palm Beach Lakes Boulevard, West Palm Beach, Florida.

ARTICLE III

REGISTERED AGENT AND REGISTERED OFFICE

Robert C. Malt, whose address is 1920 Palm Beach Lakes Boulevard, West Palm Beach, Florida, is hereby appointed the initial registered agent of this Association, and his address is designated as the initial registered office of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, Directors or Officers, and the specific purposes for which it is formed are to provide for the ownership, maintenance, and preservation of the common area within the Property being developed as FOREST LAKES hereinafter referred to as the Project in Palm Beach County, Florida, and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for these purposes to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, and as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of

- the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell, or transfer all or any part of the common area of FOREST LAKES to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the directors. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the directors, agreeing to such dedication, sale, or transfer;
- (f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation, or annexation shall have the assent

of two-thirds (2/3) of each of members; and

- (g) Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have to exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any single family residential unit within the property known as FOREST LAKES which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have one class of voting membership:

Members shall be all owners and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no

event shall more than one vote be cast with respect to any unit.

ARTICLE VII

BOARD OF DIRECTORS

The initial Board of Directors shall consist of three members and three incorporators, whose names and addresses are as follows:

Robert C. Malt	1920 Palm Beach Lakes Boulevard West Palm Beach, Florida
B. Ann Malt	1920 Palm Beach Lakes Boulevard West Palm Beach, Florida
Claire Lefterson	1920 Palm Beach Lakes Boulevard West Palm Beach, Florida

These directors or their successors shall serve until fifty (50%) percent of all possible units in the plat or plats of FOREST LAKES, as is now recorded and as may be subsequently recorded in the Public Records of Palm Beach County, Florida, have been sold, with sale being defined as title to the Unit being recorded in the Public Records of Palm Beach County, Florida. When fifty (50%) percent of all such units have been sold, one or more members of the Association shall have the right to petition the Association to hold a meeting of the members for the purpose of electing one (1) member to the Board to replace one of the above initial members or their successors, as the case may be. After the members of the Association hold such a meeting, and election, the members of the Board shall decide among themselves as to which member shall resign, and shall notify the members of the Association of their decision, and forthwith hold a special meeting of the Board to recognize the new director.

After eighty (80%) percent of all such units have been sold, one or more of the members of the Association shall have the right to petition the Association to hold a meeting of the members to replace the other two (2) above initial members or their successors, as the case may be. After such an election, a special meeting of the Board shall be held for the purpose of recognizing the new directors.

Until such levels of sales are achieved, control of the Association shall be vested in a majority of the initial named directors, or their successors. The developer of the project, Robert C. Malt, in his sole discretion shall have veto power on any act of the Board of Directors that affects the marketability of any unsold units in the Project.

The number of members of the Board shall initially be three (3), but may be increased after eighty (80%) percent of the units have been sold, as stated above, to more than three (3) by vote of a majority of the members of the Association.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of its members. Upon dissolution of the Association, other than incident to merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit

Secretary: Claire Lefterson 1920 Palm Beach Lakes Boulevard
West Palm Beach, Florida

Treasurer: Robert C. Malt 1920 Palm Beach Lakes Boulevard
West Palm Beach, Florida

ARTICLE XII

INDEMNIFICATION

Every Director and every officer of the Association will be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director, or officer of the Association whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that, in the event of a settlement this right of indemnification will only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIII

BY-LAWS

The first By-Laws of the Association will be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided by said By-Laws.

IN WITNESS WHEREOF, the undersigned subscribers have executed these
Articles of Incorporation this 14th day of March, 1979.

Robert C. Malt
Robert C. Malt

B. Ann Malt
B. Ann Malt

Claire Lefterson
Claire Lefterson

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of
March, 1979 by Robert C. Malt, B. Ann Malt and Claire
Lefterson.

[Signature]
Notary Public, State of Florida at Large.

(SEAL)

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 19 1980
BOND D THRU GENERAL INS. UNDERWRITERS

By-Laws

HOMEOWNERS DOCUMENTS
FOR
FOREST LAKES

APR 15 1986

BY-LAWS
OF
FOREST LAKES HOMEOWNERS ASSOCIATION, INC.
A Corporation not for profit
under the laws of the State of Florida

ARTICLE I

IDENTITY

these are the By-Laws of the FOREST LAKES HOMEOWNERS ASSOCIATION, INC., hereafter called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State of the _____ day of _____, 19____. The Association has been 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 by the members of the Forest Lakes Homeowners Association, Inc., which members shall all be property owners at Forest Lakes. Such operation by the Association shall include the management of Forest Lakes in keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions and Restrictions of Forest Lakes", and the enforcement of such covenants, conditions and restrictions.

A. The Office of the Association shall be at 565 Kirk Road, Palm Springs, Florida 33461. (until changed)

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation not for profit", the year of incorporation, an impression of which is as follows :

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 8:00 P.M., Eastern Standard Time, on the First Thursday in September of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to one-third (1/3) of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his mailing address as it appears on the books of the Association and shall be mailed not less than (10) ten days nor more than (60) sixty days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation, of these By-Laws. Amended
6283/75

E. Voting

1. In any meeting of members the owners of townhouses shall be entitled to cast one vote as the owner or a townhouse unless the decision to be made is elsewhere required to be determined in another manner.

2. If a townhouse is owned by one person his right to vote shall be established by the record title to his townhouse. If any townhouse is owned by more than one person, or is under lease, the person entitled to cast the vote for the townhouse shall be designated by a certificate signed by all of the record owners of the townhouse and filed with the Secretary of the Association. If a townhouse is owned by a corporation, the person entitled to cast the vote for the townhouse shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary or the Corporation and filed with the Secretary of the Association. ^① Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the townhouse concerned. A certificate designating the person entitled to cast the vote of a townhouse may be revoked by any owner of a townhouse. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be :

1. Election of Chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New Business.
11. Adjournment.

I. Proviso. Provided, however, that until the Developer of Forest Lakes has complete all of the contemplated improvements and closed the sales of all of the townhouses located at Forest Lakes, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors. Which approval shall not be unreasonably withheld.

ARTICLE III

DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than five (5) directors, the exact number to be determined at the time of election.

B. Election of Directors shall be conducted in the following manner :

1. Election of Directors shall be held at the annual members' meeting.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

3. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

6. Provided, however, that until the Developer of Forest Lakes has completed all of the contemplated improvements and closed the sales of all the townhouses at the Forest Lakes Townhouses, or until the Developer elects to terminate its control of the Association shall serve, and in the event of vacancies the remaining directors, the vacancies shall be filled by the Developer. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on fifty (50) percent of the units. The owners of the unit shall be entitled to elect one (1) member to the Board of Directors of the Association after fifty (50) percent of the units are sold and closed, and a majority of the Board when eighty (80) percent of the units are sold. During the perior the undersigned has sole control of the Association, it has the sole right to amend this declaration of protective covenants, conditions and restrictions without requirement of the joinder of any townhouse owner. Provided, however, written joinder and consent of all mortgagees of any property in Schedule "B" shall be required. Further, the undersigned shall have veto power on any act of the Board of Directors as long as Developer owns units on any decision of the Board that effects the marketability of any units still owned by the undersigned.

C. The term of each director's service, shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of a newly-elected Board of Directors shall be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of Regular meeting shall be given to each (3) days to the day named for such meeting.

F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph which notice shall state the time, place and purpose of the meeting.

G. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation, or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

K. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

L. The order of business at Directors' meetings shall be :

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Directors' fees, if any, shall be determined by members.

ARTICLE IV
POWERS AND DUTIES OF
THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners where such approval is specifically required.

ARTICLE V
OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptory two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice President, in the absence of disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees of the Association shall be fixed by the Directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VI

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions :

A. Accounts. The receipts and expenditure of the Association shall be created and charged to accounts under the following classification as shall be appropriated, all of which expenditures shall be common expenses :

(1) Current Expenses , which shall include all receipts and including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(2) Reserve for deferred maintenance , which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement , which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments , which shall include funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the recreation facility.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows :

(1) Current expense.

(2) Reserve for deferred maintenance.

(3) Reserve for replacement.

(4) Betterments , which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided, however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose without approval of the members of the Association.

(5) Operation , the amount of which may be to provide a working fund or to meet losses.

(6) Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than seventy-five (75) percent of the votes of the entire membership of the Association; and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all townhouses at Forest Lakes, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(7) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy on the amended budget shall be furnished to each member.

C. Assessments . Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in two equal installments on the first days of January and July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any accounts that does exceed such limitations shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association. Assessments for repair and maintenance of the limited common property shall be made as funds are expended or liability therefore is incurred by the Association.

D. Acceleration of assessment installments upon default. If a townhouse owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessments upon notice to the Townhouse owner, and then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the townhouse owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for emergencies. Assessments for common expenses or emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the townhouse owner concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the townhouse owners concerned, the assessment shall become effective and shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan association as shall be designated from time to time by the Directors and in which monies of the Association shall be deposited. Withdrawal of the monie from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

G. Audit . At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three members of the Association none of which shall be Board member. The cost of the audit shall be paid by the Association.

H. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premium on such bonds shall be paid by the Association.



CFN 20080339935
 OR BK 22858 PG 1335
 RECORDED 09/15/2008 14:17:27
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1335 - 1336; (2pgs)

Prepared by and Return to:
 Will Call Box #45
 V. Claire Wyant-Cortez, Esquire
 HILLEY & WYANT-CORTEZ, P.A.
 860 US Highway One, Suite 108
 North Palm Beach, FL 33408
 (561) 627-0009

**RESOLUTION AMENDING PARAGRAPH 6 OF THE
 RULES AND REGULATIONS OF
 FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., is a Florida corporation not-for-profit, 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, FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., is a homeowners association as set forth in that certain Declaration of Covenants, Conditions and Restrictions as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 3069, Page 700-704, and as thereafter 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 Fores 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 the exercise control and supervision.

WHEREAS, the Board of Directors has considered and passed an amendment to paragraph 6 [MOTOR VEHICLES/ TRUCKS/ BOATS/ TRAILERS/ MOTOR HOMES/ BUSES AND OTHER SUCH VEHICLES] sub-section (j) of the Rules and Regulations of the Association previously recorded on September 10, 1996, at Official Record Book 9449, Page 1463, Public Records of Palm Beach County, Florida, as amended from time to time, as follows:

6(j). All vehicles must park in their designated area. Your designated area is determined where your sidewalk starts in the parking lot. Additionally, 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.

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

THE FOREGOING Amendment to paragraph 6 [MOTOR VEHICLES/ TRUCKS/ BOATS/ TRAILERS/ MOTOR HOMES/ BUSES AND OTHER SUCH VEHICLES] of the Rules and Regulations of Forest Lakes Property Owners Association, Inc., a Florida corporation not-for-profit, and pursuant to an affirmative vote of the Board of Directors as indicated by the signatures set forth below, on the 10 day of Sept, 2008.

Witness as to all officers:

Forest Lakes Property Owners Association, Inc.

Ralph Lopez
Witness

Joel Rane
Joel Rane, Director

Elaine Rivas
Witness

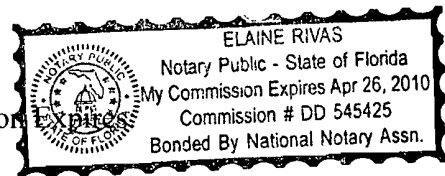
Stephanie M Dunlop
Stephanie Dunlop, Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 10 day of Sept, 2008 by Joel Rane, Director of Forest Lakes Property Owners Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who are personally known OR have produced _____ as identification and who have not taken an oath.

Elaine Rivas

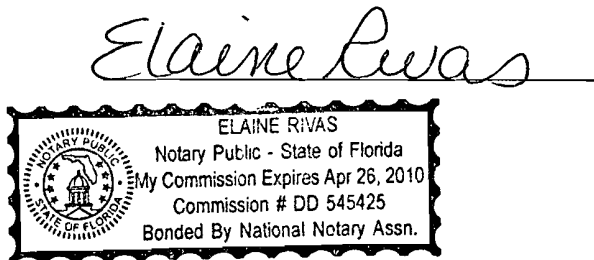
Notary Public
My Commission Expires:



STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 10 day of Sept, 2008 by Stephanie Dunlop, Vice President of Forest Lakes Property Owners Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who are personally known OR have produced Drivers license as identification and who have not taken an oath.

Notary Public
My Commission Expires:



PREPARED BY AND RETURN TO:
WILL CALL BOX #45
HILLEY & WYANT-CORTEZ, P.A.
860 US Highway One
Suite 108
North Palm Beach, FL 33408
(561) 627-0009

**RESOLUTION AMENDING PARAGRAPH 2 OF 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 an amendment to paragraph 2 [PETS] of the Rules and Regulations of the Association previously recorded on September 20, 1996, at Official Record Book 9449, page 1463, Public Records of Palm Beach County, Florida, as follows:

2. Pets: Pets shall be restricted to no more than two pets per dwelling. The term "pet" shall mean a cat or a dog, except that at no time may the following breeds be allowed: Doberman, Pit Bull, Rottweiler, Chow-Chow or German Shephard, unless said dog is classified as a "service animal" nor may any dog who is a known "biter" regardless of breed be allowed to be kept on the property or in any unit. 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.

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

Margaret Schmidt
Witness as to all Directors

Forest Lakes Property Owners Association, Inc.

Carolyn Samsky
Director

Leah J. [unclear]
Director

Tina H. Finigan
Director

[unclear]
Director

Stephen 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 Sinsky, Scott Martin, Jara Pinniger, 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 # CC982850 EXPIRES
January 13, 2004
BONDED THRU TROY FARM INSURANCE, INC.

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

V Donald Hilley
11582 Prosperity Farms Rd
#124
Palm Beach Gardens FL 33410

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, more particularly described on Exhibit "A", attached hereto, 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, recorded at Official Record Book 9449, page 1463, Public Records of Palm Beach County, Florida, are hereby amended by adding sub-paragraph 6(m) [NEW], as follows:

...

6(m). Because of the lack of availability of sufficient parking in the Forest Lakes Community, and for the safety and welfare of all residents, and pursuant to the Declaration of Covenants and Restrictions, the following limitations are placed on parking of permitted motor vehicles on the Forest Lakes property:

- i. For a three bedroom unit, at no time shall more than three (3) parking spaces be occupied by motor vehicles owned, leased or under the possession

or control of the owners and/or occupants of that unit.

- ii. For a two bedroom unit, at no time shall more than two (2) parking spaces be occupied by motor vehicles owned, leased or under the possession or control of the owners and/or occupants of that unit.
- iii. The term owners and/occupants shall include all inhabitants of a unit except guests or invitees remaining over night in a unit for a period not exceeding either: (i) two continuous weeks, or, (ii) a total of twenty-one (21) days during a yearly period.

The allocation of the above maximum number of parking spaces for use by vehicles of unit Owners and/or occupants of a particular sized unit is not intended to nor does it grant to owners and/or occupants using less than the maximum number of parking spaces the right to assign or otherwise grant any right of use of their excess vehicle capacity to any other owner and/or occupant, guest, and/or invitee of another owner and/or occupant.

GRANDFATHER CLAUSE: Owners or occupants of a Unit who, at the time of recording of this amendment who own and park more vehicles on the Forest Lakes property than permitted by this amendment shall comply with this amendment on the earlier of the following occurrences:

(1) for owners occupying a unit:

- i. within one (1) year, or,
- ii. if sooner than one year from the date of recording of this amendment, upon sale or other transfer of the unit.
- iii. if sooner than one year from the date of recording of this amendment, upon reduction of the number of vehicles to a number at or below the number permitted by this rule.

(2) for non-owner occupants of a unit:

- i. upon expiration of the current lease or occupancy term (without extension), but in no event longer than one (1) year from the date of recording this amendment.
- ii. if sooner than one year from the date of recording of this amendment, upon reduction of the number of vehicles to a number at or below the number permitted by this rule.

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

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 10 day of July, 2001.

Witness as to all officers:

Forest Lakes Property Owners Association, Inc.

[Signature]
Witness as to all Directors

[Signature] Pres
Director

[Signature]
Witness as to all Directors

[Signature]
Director

[Signature]
Director

[Signature]
Director

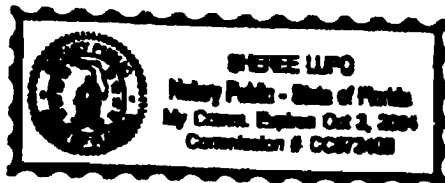
[Signature]
Director

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 Joel Rane, Stephanie M. Dunlop, Carolyn Sansky, and Paul Mule 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 10 day of July, 2001.

[Signature]
Notary Public Sherree Lupo



✓ Prepared by and Return to:
V DONALD HILLEY P.A.
11382 Prosperity Farms Road
Suite 124 Prosperity Gardens
Palm Beach Gardens Florida 33410
(561) 627-0009

RESOLUTION

FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.

a corporation not for profit
under the laws of the State of Florida

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, the Association was organized and operates under the Declaration of Covenants, Conditions and Restrictions of Forest Lakes recorded in Official Records Book 3069, Page 700 of the Palm Beach County, Florida, and re-recorded at Official Record Book 5765, Page 691 of the Public Records of Palm Beach County, Florida, and

WHEREAS, the Forest Lakes Property Owners Association, Inc., is further governed by its By-Laws, and

WHEREAS, in compliance with the Articles of Incorporation, By-Laws, and Declaration of Covenants, Conditions and Restrictions of Forest Lakes, the Association desires to amend its Declaration of Covenants, Conditions and Restrictions by adding another paragraph, it is hereby Resolved and approved as follows:

PARAGRAPH 7 (A) is hereby added to the Declaration of Forest Lakes Property Owners Association, Inc., as follows:

[NEW] 7. (A) Bulk Contracts. In addition to any other current expense, assessment or charges, the Association through its Board of Directors shall have the authority to and may enter into agreements for and authorize payment of the cost of services obtained pursuant to a bulk contract including but

not limited to electronic security, a master antenna television system, duly franchised cable television service or any electronic media or multi-media service or system. The expense of such bulk contract shall be shared as a current expense or assessment or charge by all unit owners, except those meeting express exemption criterion under Florida Statutes, and the cost therefore shall be budgeted, assessed and paid by the Association, and assessments and charges therefore shall be enforceable by the Association in such a manner as other assessments or charges. Any provision of the Declaration which expressly or impliedly conflicts with the provisions of this amendment shall be deemed amended to be in conformity herewith.

THE FOREGOING AMENDMENT, adding Paragraph 7(A) to the Declaration was adopted according to the Declaration of Covenants, Conditions and Restrictions of Forest Lakes Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, pursuant to Paragraph 12, of the Covenants, Conditions and Restrictions and the Article X of the Articles of Incorporation by affirmative vote of a majority of the members of the Forest Lakes Property Owners Association, Inc., on the 18th day of February 1999.

Signed, sealed and delivered
In the presence of:

FOREST LAKES PROPERTY
OWNERS ASSOCIATION, INC.

Neuman Wheeler
Witness Neuman Wheeler
Robert N Via
Witness Robert N Via

By Carolyn J. Sausky
Carolyn J. Sausky, President

ATTEST: Joel Rane
Joel Rane, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing instrument was acknowledged before me this 18th day of February, 1999 by CAROLYN J. SAUSKY and JOEL RANE, the President and Secretary, respectively of FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who are personally known OR have produced as identification and who have not taken an oath.

Linda Webb
Notary Public
My Commission Expires:



Linda Webb
My Commission CC682732
Expires Sep. 05, 2000

Return to: (enclose self-addressed stamped envelope)

Name

Address:

SEP-20-1979 2:23PM 96-330304
URE 9449 Pg 1463

Property Appraisers Parcel Identification (Folio) Number(s):

Prepared by and Return to:
V DONALD HILLEY P.A.
11380 Prosperity Farms Road
Suite 204 Prosperity Gardens
Palm Beach Gardens Florida 33410
(407) 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.

4250
6.0

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

and use residential streets to access said parking lots in Forest Lakes. "Necessary services" as referred to in the preceding sentence are defined as any services provided by a government agency (including but not limited to the U.S. Postal Service, police, fire/rescue, etc.), non-profit agency, at the request of a resident, and other services, for a fee and which are requested by a resident of Forest Lakes for the benefit of that resident, his family, guests or the unit being serviced.

Notwithstanding any restrictions on commercial vehicles to the contrary in this rule, passenger motor vehicles bearing the insignia of and actually used by the Florida Highway Patrol, Palm Beach County Sheriff's Department or any law enforcement agency, fire department or an emergency medical facility, fully authorized to operate in Palm Beach County, Florida, may be parked in Forest Lakes, subject to the same terms and conditions governing the parking of private passenger motor vehicles.

It is the intention of this rule to reduce, to a minimally necessary level, the commercial vehicle traffic using the roads and parking lots of Forest Lakes, by allowing only such commercial vehicles of third party providers of necessary services to temporarily park and use the roads and parking lots. This rule disallows parking and use of the roads and parking lots of Forest Lakes by residents, their agents and employees, in furtherance of any commercial enterprise in which they may be employed or with which they may be otherwise associated.

b. Boats, trailers, motor homes, buses, and trucks over 3/4 tons and recreational vehicles shall not be allowed to park on the Forest Lakes property between the hours of 10:00 p.m. and 7:00 a.m., without the written permission of the Association.

c. Parking is permitted on designated paved areas which are designated for that purpose, or posted parking areas only. Driving, or parking on grassy areas, except where designated, is not allowed at any time for any reason. Vehicles shall not be parked so close to trash receptacles so as to prevent waste collection. The washing of vehicles shall take place only on paved surfaces, and shall not be permitted in areas other than authorized parking areas.

d. Motorized vehicles that cannot operate under their own power shall not remain on the property for more than twenty-four hours without express written approval of the Board of Directors.

e. All vehicles must bear a valid, current license tag. Motorized vehicles which are not legal for use on public roadways (e.g. ATV, go-carts, or the like) are not permitted to be used on Forest Lakes property.

f. There shall be no assembling or disassembling of motor vehicles within Forest Lakes, except for ordinary maintenance such as the changing of a tire or battery.

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

EXHIBIT "A"

**FOREST LAKES
ADDENDUM TO LEASE AGREEMENT**

THIS ADDENDUM, made this ____ day of _____, 19____, by and between _____, Unit Owner(s)/Lessor(s) of Unit _____, and _____, Lessee(s), and the Forest Lakes Property Owners Association, Inc. ("Association"). In consideration of the approval of the abovescribed tenancy by the Association and the mutual promises contained herein, the parties agree as follows:

1. Lessee covenants that Lessee has read and understands and agrees to abide by the Rules and Regulations, the terms and provisions of the Declaration of Covenants and Restrictions, and Bylaws of the Association (the "governing documents"), and agrees to be bound by the governing documents of the Association which may exist or from time to time hereafter be amended during the term of said leasehold, or any extensions thereof.

2. The Association and/or its authorized agent(s) shall have the irrevocable right to have access to each unit from time to time during reasonable hours or at any time during an emergency as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or another unit or units.

3. The Lessor and Lessee specifically acknowledge and agree that the Association is empowered to act as agent of Owner/Lessor with full power and authority to take such action, including eviction, as may be required to compel compliance by the Lessee and/or Lessee's family or guests, with the provisions of the governing documents, state law, applicable city and county ordinances and building, health, fire, and safety codes.

4. The Lessor and Lessee specifically acknowledge and agree that the approval of the proposed Lease Agreement issued by the Association is to be expressly conditioned upon the Lessee's observance of the provisions contained in this Addendum. In the event of the breach of this Addendum, the Association may take immediate steps to enforce, including injunctive relief, the terms hereof or to terminate the Lease Agreement in accordance with applicable Florida Statutes.

5. The Unit Owner hereby irrevocably appoints the Association as the Unit Owner's non-exclusive agent for purposes of enforcing the terms of this Lease Addendum.

6. The Unit Owner/Lessor acknowledges that he remains ultimately responsible for the acts of Lessee and Lessee's family and guests. Unit Owner/Lessor agrees that he remains responsible for any costs incurred by the Association, including attorney fees, in remedying violations of the Lease Agreement Addendum or interpreting same, which, if incurred, shall become an assessment against the Unit Owner's Unit.

7. The Unit Owner agrees to hold the Association harmless for damages should the Association terminate the Lease Agreement.

8. The parties agree that this Addendum may be severable, at the option of the Association, and enforceable independent of any other provision of this Lease Agreement. The prevailing party in any dispute arising from the enforcement or interpretation of this Addendum shall be entitled to their respective attorneys' fees and costs incurred.

IN WITNESS WHEREOF, the parties have set their hands and seals, this ____ day of _____, 19 ____.

Witness as to Lessor: _____ Lessor(s): _____

Witness as to Lessee(s): _____ Lessee(s): _____

Witness as to Association: _____ For the Association: _____

EXHIBIT "A"

**FOREST LAKES
ADDENDUM TO LEASE AGREEMENT**

THIS ADDENDUM, made this ____ day of _____, 19____, by and between _____, Unit Owner(s)/Lessor(s) of Unit _____, and _____, Lessee(s), and the Forest Lakes Property Owners Association, Inc. ("Association"). In consideration of the approval of the aforescribed tenancy by the Association and the mutual promises contained herein, the parties agree as follows:

1. Lessee covenants that Lessee has read and understands and agrees to abide by the Rules and Regulations, the terms and provisions of the Declaration of Covenants and Restrictions, and Bylaws of the Association (the "governing documents"), and agrees to be bound by the governing documents of the Association which may exist or from time to time hereafter be amended during the term of said leasehold, or any extensions thereof.

2. The Association and/or its authorized agent(s) shall have the irrevocable right to have access to each unit from time to time during reasonable hours or at any time during an emergency as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or another unit or units.

3. The Lessor and Lessee specifically acknowledge and agree that the Association is empowered to act as agent of Owner/Lessor with full power and authority to take such action, including eviction, as may be required to compel compliance by the Lessee and/or Lessee's family or guests, with the provisions of the governing documents, state law, applicable city and county ordinances and building, health, fire, and safety codes.

4. The Lessor and Lessee specifically acknowledge and agree that the approval of the proposed Lease Agreement issued by the Association is to be expressly conditioned upon the Lessee's observance of the provisions contained in this Addendum. In the event of the breach of this Addendum, the Association may take immediate steps to enforce, including injunctive relief, the terms hereof or to terminate the Lease Agreement in accordance with applicable Florida Statutes.

5. The Unit Owner hereby irrevocably appoints the Association as the Unit Owner's non-exclusive agent for purposes of enforcing the terms of this Lease Addendum.

6. The Unit Owner/Lessor acknowledges that he remains ultimately responsible for the acts of Lessee and Lessee's family and guests. Unit Owner/Lessor agrees that he remains responsible for any costs incurred by the Association, including attorney fees, in remedying violations of the Lease Agreement Addendum or interpreting same, which, if incurred, shall become an assessment against the Unit Owner's Unit.

7. The Unit Owner agrees to hold the Association harmless for damages should the Association terminate the Lease Agreement.

8. The parties agree that this Addendum may be severable, at the option of the Association, and enforceable independent of any other provision of this Lease Agreement. The prevailing party in any dispute arising from the enforcement or interpretation of this Addendum shall be entitled to their respective attorneys' fees and costs incurred.

IN WITNESS WHEREOF, the parties have set their hands and seals, this ____ day of _____, 19____.

Witness as to Lessor:

Lessor(s):

Witness as to Lessee(s):

Lessee(s):

Witness as to Association:

For the Association:

Prepared by & Return to:

V. Donald Hillery, Esq.

Suite 204

11380 Prosperity Farms Rd

Palm Beach Gardens, FL 33410

MAY-19-1993 2:30pm 93-153759

ORE 7714 Pg 1636

|||||

AMENDMENT TO THE

ARTICLES OF INCORPORATION OF THE
FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.

A corporation not for profit under the
laws of the State of Florida

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, pursuant to Paragraph 12 of the Declaration, and in

accordance with ARTICLE X of the aforementioned Articles of Incorporation, the following amendment to ARTICLE X, Amendments, of the Articles of Incorporation of the Forest Lakes Property Owners Association, Inc. is approved and adopted as follows:

ARTICLE X

Amendments

Amendment of these Articles shall require the assent of ~~fifty-one (51%)~~ seventy-five (75%) percent of ~~the entire membership of the members present in person or by proxy at a duly called members meeting.~~

THE FOREGOING AMENDMENT, to ARTICLE X, Amendments, of the Articles of Incorporation was adopted according to the governing documents of the Forest Lakes Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, and pursuant to Paragraph 12 of the Declaration of Covenants and Restrictions and to Article X of the Articles of Incorporation, by affirmative vote of the members of the Forest Lakes Property Owners Association, Inc., on the 6 day of April, 1993.

Witness as to all officers:

FOREST LAKES PROPERTY OWNERS
ASSOCIATION, INC.

Katherine Salas

Jan Cappaden
President

Joe Viti
Vice President

Patricia A. Mason
Treasurer

Cliff W. Thomas
Secretary

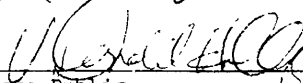
ORB 7714 Pg 1638
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

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

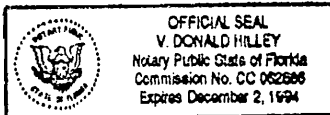
to me known to be officers of Forest Lakes Property Owners Association, Inc., and they acknowledged before me that they each signed their names to the foregoing document.

WITNESS my hand and official seal in the County and State aforesaid this 16th day of April 1993.



Notary Public

My Commission Expires: _____



Prepared by & return to:
W. Donald Hilley, P.A.
✓ Suite 204
11380 Prosperity Farms Rd.
Palm Beach Gardens, FL 33410

DEC-07-1989 09:32am 89-350015
RESOLUTION ORB 6283 Pg 751

FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.

a corporation not for profit
under the laws of the State of Florida

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, the Association was organized and operates under the Declaration of Covenants, Conditions and Restrictions of Forest Lakes recorded in Official Records Book 3069, Page 700 of the Palm Beach County, Florida, and re-recorded at Official Record Book 5765, Page 691 of the Public Records of Palm Beach County, Florida, and

WHEREAS, the Forest Lakes Property Owners Association, Inc., is further governed by its By-Laws, and

WHEREAS, in compliance with the Articles of Incorporation, By-Laws, and Declaration of Covenants, Conditions and Restrictions of Forest Lakes, the Association desires to amend its By-Laws, it is hereby Resolved and approved as follows:

ARTICLE II, Section D and Article VII, Section B, of the By-Laws of the Association of the Forest Lakes Property Owners Association, Inc., are hereby amended as follows:

BY-LAWS
ARTICLE II, SECTION D

D. A quorum at members' meetings shall consist of persons entitled to cast ~~a majority~~ one third (1/3) of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number

of members is required by the Articles of Incorporation, or these By-Laws.

.....

BY-LAWS
ARTICLE VII, SECTION B

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

1. Not less than ~~seventy five (75%) percent~~ two-thirds of the entire membership of the Board of Directors and not less than ~~seventy five (75%) percent~~ two thirds (2/3) of the votes of the ~~entire membership of the Association~~ members present in person or by proxy at a duly called members' meeting; or

~~2. not less than eighty (80%) percent of the votes of the entire membership of the Association; or~~

~~3. Until the first election of directors, by all of the directors.~~

.....

RESOLUTION OF THE BOARD OF DIRECTORS 5765 P. 691

OF THE

FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.

AUTHORIZING THE RE-RECORDING OF THE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the Forest Lakes Property Owners Association, Inc. is a Florida corporation not-for-profit as filed with the Secretary of State on March, 29, 1979, and who's Charter Number is 746501, and

WHEREAS, FOREST LAKES is a townhome community, not a condominium, and each unit owner is subject to the Articles of Incorporation of the Forest Lakes Property Owners Association, Inc., and the Declaration of Covenants, Conditions and Restrictions and By-Laws of that Association, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Forest Lakes, recorded at Book 3069, pages 700-704 of the Public Records of Palm Beach County, Florida, and

WHEREAS, the aforescribed Declaration of Covenants, Conditions and Restrictions and By-Laws for Forest Lakes contain scrivener's errors describing the Forest Lakes Property Owners Association as the Forest Lakes Homeowners Association, said Homeowners Association being an entity not located in Palm Beach County, Florida, which is separate and distinct from the Forest Lakes Property Owners Association, and

WHEREAS, the Board of Directors of the Forest Lakes Property Owners Association desires to reduce confusion regarding its responsibility for the ownership, maintenance, and preservation of the common area within the property developed as FOREST LAKES, as identified in Plat Book 10, page 20, of the Public Records of Palm Beach County, Florida, and which is responsible for promoting the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and

WHEREAS, the correction of the above described scrivener's errors is in the interest of the corporation and the members of the corporation who are members by virtue of their ownership of units in Forest Lakes, IT IS HEREBY

RESOLVED, that the Declaration of Covenants, Conditions and Restrictions which were first recorded at Book 3069, Pages 700-704 of the Public Records of Palm Beach County, Florida, shall be re-recorded in a form which corrects typographical and scrivener's errors, including changing all erroneous references to the Forest Lakes Homeowners Association, INC. to read the FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., which is in fact the Association governing the affairs of the homeowners at Forest Lakes, as established in its Articles of Incorporation.

FURTHER RESOLVED, that in addition to the original developer, who does not now have any interest in FOREST LAKES, executing the Declaration to be re-recorded, the Board of Directors on behalf of the Association shall approve and execute the same, and cause to have this Resolution recorded along with the re-recorded Declaration of Covenants, Conditions and Restrictions of the Forest Lakes Property Owners Association, Inc., in the Public Records of Palm Beach County, Florida.

St. Johns, Co. Fla. 8/5/88
1221 Forest Lakes, P.A. Fla.
W. F. B. FL 33201-233

THE FOREGOING RESOLUTION, of the Board of Directors of the Forest Lakes Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, was approved in accordance with the appropriate provisions of the Articles, Declaration and By-Laws and passed by affirmative vote on this 26 day of July, 1988.

Witnesses as to all officers:

FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.

Kathy Webb Salata

Jeri Cappadoro
President

Joel Rane
Vice President

Jeanne Schupper
Treasurer

Jeanne Schupper
Secretary

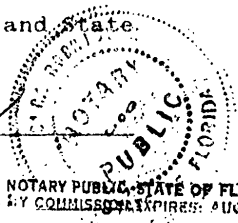
STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

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

Jeri Cappadoro, Joel Rane and Jeanne Schupper to me known to be officers of 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 26 day of July, 1988.

Olga Rodriguez
Notary Public



My Commission Expires Aug. 26, 1991

NOTARY PUBLIC, STATE OF FLORIDA;
MY COMMISSION EXPIRES: AUG. 26, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Cov. 4

CERTIFICATE OF RE-EXECUTION OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.

COMES NOW the Board of Directors of the Forest Lakes Property Owners Association, Inc. is a Florida corporation not-for-profit as filed with the Secretary of State on March, 29, 1979, and who's Charter Number is 746501, and hereby re-executes the attached Declaration of Covenants, Conditions and Restrictions, originally recorded in the Public Records of Palm Beach County, Florida in Official Record Book 3069, page 700.

The aforescribed Declaration of Covenants, Conditions and Restrictions for Forest Lakes contain scrivener's errors describing the Forest Lakes Property Owners Association as the "Forest Lakes Homeowners Association", said Homeowners Association being an entity not located in Palm Beach County, Florida, which is separate and distinct from the Forest Lakes Property Owners Association, and

The Board of Directors of the Forest Lakes Property Owners Association desires to reduce confusion regarding its responsibility for the ownership, maintenance, and preservation of the common area within the property developed as FOREST LAKES, as identified in Plat Book 10, page 20, of the Public Records of Palm Beach County, Florida, and which is responsible for promoting the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and

WE HEREBY re-execute the attached Declaration of Covenants, Conditions and Restrictions to correct typographical and scrivener's errors, including changing all erroneous references to the Forest Lakes Homeowners Association, Inc. to read the FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., which is in fact the Association governing the affairs of the homeowners at Forest Lakes, as established in its Articles of Incorporation.

WHEREFORE, we set our hands and seals this 26 day of July, 1988.

Witnesses as to all officers:

FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.

Kathy Webb Salata

Jeri Cappadoro
President

Olga Rodriguez

Joel Rane
Vice President

Jeanne Schupper
Treasurer

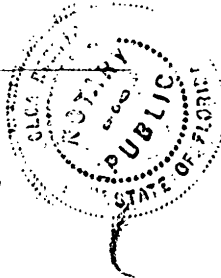
Jeanne Schupper
Secretary

I HEREBY CERTIFY that on this 26 day of July, 1988, before me, a Notary Public duly authorized in the State of Florida, to take acknowledgments, personally appeared Jeri Cappadoro, Joel Rane, Jeanne Schupper

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

Olga Rodriguez
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA;
COMMISSION EXPIRES: AUG. 26, 1991.



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

FOREST LAKES

(Townhouse Community)

Palm Beach County, Florida

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ROBERT C. MALT & CO., is the owner of certain property to be hereinafter known as FOREST LAKES,

A parcel of land lying and being in Section 12, Township 44 South, Range 42 East, Palm Beach County, Florida more particularly described as follows:

A replat of the West half of Lot 1, and all of Lot 2, Block 4, Section 12, Plat of Palm Beach Plantations as recorded in Plat Book 10, Page 20, public records of Palm Beach County, Florida.

1. All the land described above less all the land comprising the Townhouse Units, shall be known as common property, such common property shall consist of the roadways, parking, water management tracts, drainage easements and all unimproved areas as shown on the plat of Forest Lakes. This common property will be owned by Forest Lakes Property Owners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, herein-being conveyed to the Association by the undersigned by separate instruments to be recorded in the public records of Palm Beach County, Florida. The Association shall administer such property in keeping with the Declaration as well as the Articles of Incorporation and By-Laws of Forest Lakes Property Owners Association, Inc., together with the Rules and Regulation promulgated by the Association.

2. The undersigned is conveying to the Association certain items of personal property to be known as limited common property. This limited common property shall consist of the water and sewer lines going from the point of connection of same to the central water distribution and sewage collection lines of Palm Beach County, Florida. These items of personal property shall be administered by the Association for the benefit of the Owners of the four (4) separate townhouse units in each structure. The expense of repair, replacement, cleaning and maintenance of these lines for a particular structure shall be borne equally by the four (4) owners of the townhouse units located in such structure. Upon the expenditure of funds by the Association for any such purpose each townhouse owner in the structure shall be assessed for his share of the expense. The assessment shall be due and payable thirty (30) days after billing and all sums unpaid after thirty (30) days shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of the owner who shall fail to make this required assessment payment. The lien for unpaid assessment shall also secure costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

3. Each owner at Forest Lakes will own fee simple title to his townhouse each of which shall be located in a structure containing four (4) separate townhouse units. Ownership of these units shall be separated by a party wall agreement to be filed in the public records of Palm Beach County, Florida.

4. No townhouse owner shall in any way deface or change the color of the exterior of the townhouse. Exterior walls, roof and the fencing around the courtyard are to be maintained by each townhouse owner in quality condition at all times. Failure to maintain the townhouse in such manner will result in a thirty (30) day notice to the townhouse owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to by the owner, or the owner does not file suit within the thirty (30) days to stop the Association, the Association may, contract to have such work performed and the townhouse owner will be charged for the Invoices delivered by such contractors together with any reasonable costs to the Association. The Association shall have the right to file a lien for non-payment of such charges in the event the townhouse owner shall be responsible for attorneys' fees and costs. Each townhouse owner covenants and agrees that he will decorate the exterior of the dwelling upon his property in a color and finish similar to and consistent with the color and finish of the other owner's townhouse. If a townhouse owner shall desire to decorate the exterior in a color and finish other than that originally supplied by the building at the time of construction of the townhouse units, then the consent in writing of the other townhouse owners shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon a townhouse unit, then the consent in writing of any and all holders of the first mortgages shall also be required prior to such change in decoration being effected. Nothing herein shall be construed to require a townhouse owner to obtain any approval in writing otherwise for the painting of exterior of his townhouse in color and finish consistent and compatible with the color and finish of the other townhouse units. Normal maintenance of the roof of the townhouse units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of three of the four townhouse owners. The expense of such maintenance shall be borne proportionately by the townhouse owners. The proration shall be determined by the ratio of square footage of each townhouse units roof to the total of the entire of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one townhouse unit the repair or replacement shall be at the expense of the said townhouse unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one townhouse owner, such negligent owner shall bear the entire cost of repair or replacement. If any townhouse owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected townhouse owner may have such roof repaired or replaced and shall be entitled to a lien on the townhouse of the other unit owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a townhouse owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of said mortgage any amount paid by the mortgages for repairs hereunder and not reimbursed to said mortgagee by the townhouse owners.

5. Property and casualty insurance on each townhouse structure shall be maintained through the Association, so as to protect each owner at the lowest reasonable cost. Each townhouse owner will be assessed annually for the insurance premium covering his dwelling structure which insurance shall be in amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. The assessment for insurance shall be due and payable when billed and shall be sixty (60) days prior to the expiration date of the policy covering each building at Forest Lakes. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear

interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of such owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the townhouse structure. Each townhouse structure owner shall insure any contents placed in the townhouse structure after the closing as well as any additions made in or to the townhouse structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the townhouse owners. Such insurance will be handled in the same method as set forth above. In the event of any casualty loss, the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the townhouse buildings and improvements shall be insured in any amount equal to the maximum insurable replacement value, excluding foundation and excavating costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage endorsement and floor insurance, if required.

6. Each townhouse owner shall automatically become a member of the Forest Lakes Property Owners Association, Inc., by virtue of acceptance of the deed of conveyance to this townhouse. As a member of such Association said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

7. The Association shall collect a quarterly charge from each townhouse owner. This charge shall be used to maintain the common property and shall be defined as being "current expense" within the terms of the By-Laws for Forest Lakes Property Owners Association, Inc. Current expenses shall include lawn and landscape maintenance for the common property and other expenses incurred in the maintenance and operation of Forest Lakes property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate Forest Lakes property. Each townhouse owner shall be responsible for paying his assessment charge on a current basis. Failure to pay the assessment shall result in the imposition of a lien upon his townhouse by the Association for such sums in this event the Association shall be entitled to attorneys' fees and costs. In addition to the quarterly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the costs of any repair or replacement of any portion of the common property provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a members' meeting duly called for the purposes under the terms set forth in the By-Laws of Forest Lakes Property Owners Association, Inc.

8. Each townhouse owner shall have perpetually the full, free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the townhouse owner. This use is, however, subject to the right of the individual townhouse owner to the exclusive use of the parking

spaces as assigned by the Association.

9. All mortgagees of townhouse owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all townhouses upon which they have a mortgage loan.

10. When the mortgagee of a first mortgage of record or other purchaser of a townhouse obtains title to the dwelling as a result of foreclosure of the first mortgage, or by a deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association, pertaining to such townhouse or chargeable to the former townhouse owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or by a deed taken in lieu of foreclosure until said townhouse is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment, collectible from all of the unit owners including such inquirer, his successors and assigns.

11. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary.

12. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on fifty (50%) percent of the units. The owners of units shall be entitled to elect one (1) member of the Board of Directors of the Association after fifty (50%) percent of the units are sold and closed, and a majority of the Board when eighty (80%) percent of the units are sold. During the period the undersigned has sole control of the Association, it has the sole right to amend this Declaration of Protective Covenants, Conditions, and Restrictions without requirements of the joinder of any townhouse owner. Provided, however, written joinder and consent of all mortgagees of any townhouse unit shall be required. Further, the undersigned shall have veto power on any act of the Board of Directors as long as the Developer owns units on any decision of the Board that effects the marketability of any units still owned by the undersigned, at which time the Association has been turned over to the members consistent with this paragraph in the Articles of Incorporation the members of the association shall have the right to amend the Declaration of Protective Covenants, Conditions and Restrictions consistent with the Articles of Incorporation.

13. The undersigned has arranged for the wiring in conduits capable of furnishing master cable television system to Forest Lakes. Each owner shall be responsible for any charges of the use of such master antenna cable television facility. In no event shall any exterior radio or television antennas be permitted.

14. Any lien referred to in the Declaration shall not be effective unless and until same has been recorded in the public records of Palm Beach County, Florida.

15. In the event a townhouse unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause and allow his townhouse to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to use insurance proceeds on the units to accomplish such repair and rebuilding of the townhouse unit to comply with this responsibility.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded

after which time they shall be extended automatically for successive periods of twenty (20) years, unless an instrument signed by a majority of the owners of the townhouses and their mortgagee has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in paragraph 12 above.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have set my hand and seal this 31st day of May, 1979.

ROBERT C. MALT & COMPANY

Robert C. Malt, President

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

I HEREBY CERTIFY that on this day before me, an officer duly qualified to make acknowledgements, personally appeared ROBERT C. MALT, to me known as the President of Robert C. Malt & Co., a corporation under the laws of the State of Florida, and acknowledged that he executed the foregoing instrument for and on behalf of the said corporation, as and for its act and deed for these and purposes therein expressed, and the said President further acknowledged that he affixed the seal of said corporation to said instrument; that the seal hereto affixed is, in fact, the seal of the said corporation and that the seal was affixed pursuant to due and legal corporate authority.

WITNESS my hand and official seal this 31st day of May A.D. 1979.

(S E A L)

Notary Public, State of Florida

My Commission Expires: _____

CERTIFICATE OF RE-EXECUTION
FOR THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.

COMES NOW the undersigned, Robert C. Malt, President of Robert C. Malt & Company, and in favor of the FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., hereby re-executes the foregoing document bearing the original date of execution of May 31, 1979 and first recorded in the Public Records of Palm Beach County, Florida at Official Record Book 3069, page 700.

Robert C. Malt & Company has no present interest as owner of the Forest Lakes Property, and is not now the "owner" or "developer" as defined in the original Declaration of Covenants, Conditions and Restrictions of Forest Lakes. Upon approval and resolution of its Board of Directors, Robert C. Malt & Company voluntarily joins in the re-execution of the foregoing document. Robert C. Malt & Company joins herein in re-executing the above referenced document at the request of the Board of Directors of the FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation not-for-profit, to correct certain scrivener's errors in the original document including but not limited to correction of certain erroneous references to the FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., as the Forest Lakes Homeowners Association, Inc.

Robert C. Malt & Company joins in this re-execution at the request of and by Resolution of the Board of Directors of the FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., which has and will continue to have sole authority to govern the affairs of the Association according to these Declarations and according to the Articles of Incorporation for the FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC., filed with the Office of the Secretary of State on March 29, 1979.

I hereby offer my hand and seal in the re-execution of the foregoing document which are re-recorded in order to correct certain scrivener's errors in the document first recorded, this 12th day of April, 1988.

IN WITNESS WHEREOF, Robert C. Malt & Company re-executes the foregoing document for the purposes herein stated.

Witness
Thomas R. Egan

Witness

ROBERT C. MALT & COMPANY
BY: [Signature]
ROBERT C. MALT



I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Robert C. Malt, to me known as the President of Robert C. Malt and Co., a corporation under the laws of the State of Florida, and acknowledged that he executed the foregoing instrument for and on behalf of the said corporation, as and for its act and deed for the uses and purposes therein expressed, and the said president further acknowledged that he affixed the seal of the said corporation to said instrument; that the seal thereto affixed is, in fact, the seal of the said corporation and that the seal was affixed pursuant to due and legal corporate authority.

WITNESS my hand and official seal this 12th day of April, 1988.

[Signature]
Notary Public, State of Florida

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

Notary Public, State of Florida at Large
My Commission Expires August 23, 1989
Bonded thru Agent's Notary Brokerage

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

FOREST LAKES

(Townhouse Community)

Palm Beach County, Florida

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ROBERT C. MALT & CO, is the owner of certain property to be hereinafter known as FOREST LAKES,

A parcel of land lying and being in Section 12, Township 44, South, Range 42 East, Palm Beach County, Florida more particularly described as follows:

A replat of the West half of Lot 1, and all of Lot 2, Block 4, Section 12, Plat of Palm Beach Plantations as recorded in Plat Book 10, Page 20, public records of Palm Beach County, Florida.

1. All the land described above less all the land comprising the Townhouse Units, shall be known as common property, such common property shall consist of the roadways, parking, water management tracts, drainage easements and all unimproved areas as shown on the plat of Forest Lakes. This common property will be owned by Forest Lakes Homeowners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, herein-being conveyed to the Association by the undersigned by separate instruments to be recorded in the public records of Palm Beach County, Florida. The Association shall administer such property in keeping with the Declaration as well as the Articles of Incorporation and By-Laws of Forest Lakes Homeowners Association, Inc., together with the Rules and Regulation promulgated by the Association.
2. The undersigned is conveying to the Association certain items of personal property to be known as limited common property. This limited common property shall consist of the water and sewer lines going from the point of connection of same to the central water distribution and sewage collection lines of Palm Beach County, Florida. These items of personal property shall be administered by the Association for the benefit of the owners of the four (4) separate townhouse units in each structure. The expense of repair, replacement, cleaning and maintenance of these lines for a particular structure shall be borne equally by the four (4) owners of the townhouse units located in such structure. Upon the expenditure of funds by the Association for any such purpose each townhouse owner in the structure shall be assessed for his share of the expense. The assessment shall be due and payable thirty (30) days after billing and all sums unpaid after thirty (30) days shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of the owner who shall fail to make this required assessment payments. The lien for unpaid assessment shall also secure costs and reasonable attorney's fees incurred by the association incident to the collection of such assessment or enforcement of such lien.
3. Each owner at Forest Lakes will own fee simple title to his townhouse each of which shall be located in a structure containing four (4) separate townhouse units. Ownership of these units shall be separated by a party-wall agreement to be filed in the public records of Palm Beach County, Florida.

1660
PREPARED BY:
Robert C. Malt & Co.
565 Kirk Road
Palm Springs, FL 33461 - 1 -

RETURN TO *DRN:JR*
GUNSTER, YOAKLEY, CRISER, STEWART & HERSEY
PROFESSIONAL ASSOCIATION
FIRST NATIONAL BANK BUILDING
PALM BEACH, FLORIDA 33480

OFF REC 3069 PG 0700

79 092737

1979 MAY 31 AM 11:32

4. No townhouse owner shall in any way deface or change the color of the exterior of his townhouse. Exterior walls, roof and the fencing around the courtyard are to be maintained by each townhouse owner in quality condition at all times. Failure to maintain the townhouse in such manner will result in a thirty (30) day notice to the townhouse owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to by the owner, or the owner does not file suit within the thirty (30) days to stop the Association, the Association may, contract to have such work performed and the townhouse owner will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the townhouse owner shall be responsible for attorneys' fees and costs. Each townhouse owner covenants and agrees that he will decorate the exterior of the dwelling upon his property in a color and finish similar to and consistent with the color and finish of the other owner's townhouse. If a townhouse owner shall desire to decorate the exterior in a color and finish other than that originally supplied by the building at the time of construction of the townhouse units, then the consent in writing of the other townhouse owners shall be obtained prior to said decoration changes being effected, and in addition, if there shall be any mortgages upon a townhouse unit, then the consent in writing of any and all holders of the first mortgages shall also be required prior to such change in decoration being effected. Nothing herein shall be construed to require a townhouse owner to obtain any approval in writing otherwise for the painting of exterior of his townhouse in color and finish consistent and compatible with the color and finish of the other townhouse units. Normal maintenance of the roof of the townhouse units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of three of the four townhouse owners. The expense of such maintenance shall be borne proportionately by the townhouse owners. The proration shall be determined by the ratio of square footage of each townhouse units roof to the total of the entire of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one townhouse unit the repair or replacement shall be at the expense of the said townhouse unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or wilful misconduct of any one townhouse owner, such negligent owner shall bear the entire cost of repair or replacement. If any townhouse owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or wilful misconduct, any other affected townhouse owner may have such roof repaired or replaced and shall be entitled to a lien on the townhouse of the other unit owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a townhouse owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amount paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the townhouse owners.

5. Property and casualty insurance on each townhouse structure shall be maintained through the Association, so as to protect each owner at the lowest reasonable cost. Each townhouse owner will be assessed annually for the insurance premium covering his dwelling structure which insurance shall be in amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. The assessment for insurance shall be due and payable when billed which shall be sixty (60) days prior to the expiration date of the policy covering each building at Forest Lakes. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of such owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the townhouse structure. Each townhouse structure owner shall insure any contents placed in the townhouse structure after the closing as well as any additions made in or to the townhouse structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the townhouse owners. Such insurance will be handled in the same met-

hod as set forth above. In the event of any casualty loss, the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the townhouse buildings and improvements shall be insured in any amount equal to the maximum insurable replacement value, excluding foundation and excavating costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage indorsement and floor insurance, if required.

6. Each townhouse owner shall automatically become a member of Forest Lakes Homeowners Association, Inc. by virtue of acceptance of the deed of conveyance to his townhouse. As a member of such Association said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

7. The Association shall collect a quarterly charge from each townhouse owner. This charge shall be used to maintain the common property and shall be defined as being "current expenses" with in the terms of the By-Laws for Forest Lakes Homeowners Association, Inc. Current expenses shall include lawn and landscape maintenance for the common property and other expenses incurred in the maintenance and operation of Forest Lakes property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate Forest Lakes property. Each townhouse owner shall be responsible for paying his assessment charge on a current basis. Failure to pay the assessment shall result in the imposition of a lien upon his townhouse by the Association for such sum in this event the Association shall be entitled to attorneys' fees and costs. In addition to the quarterly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any repair or replacement of any portion of the common property provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a members' meeting duly called for this purpose under the terms set forth in the By-Laws of Forest Lakes Homeowners Association, Inc.

8. Each townhouse owner shall have perpetually the full, free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the townhouse owner. This use is, however, subject to the right of the individual townhouse owner to the exclusive use of the parking spaces as assigned by the Association.

9. All mortgagees of townhouse owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all townhouses upon which they have a mortgage loan.

10. When the mortgagee of a first mortgage of record or other purchaser of a townhouse obtains title to the dwelling as a result of foreclosure of the first mortgage, or by a deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association, pertaining to such townhouse or chargeable to the former townhouse owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or by a deed taken in lieu of foreclosure until said townhouse is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment, collectible from all of the townhouse owners including such inquirer, his successors and assigns.

11. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary.

12. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on fifty (50%) percent of the units. The owners of units shall be entitled to elect one (1) member of the Board of Directors of the Association after fifty (50%) percent of the units are sold and closed, and a majority of the Board when eighty (80%) percent of the units are sold. During the period the undersigned has sole control of the Association, it has the sole right to amend this Declaration of Protective Covenants, Conditions, and Restrictions without requirement of the joinder of any townhouse owner. Provided, however, written joinder and consent of all mortgagees of any townhouse unit shall be required. Further, the undersigned shall have veto power on any act of the Board of Directors as long as the Developer owns units on any decision of the Board that effects the marketability of any units still owned by the undersigned, at which time the Association has been turned over to the members consistent with this paragraph and the Articles of Incorporation the members of the Association shall have the right to amend the Declaration of Protective Covenants, Conditions and Restrictions consistent with the Articles of Incorporation.

13. The undersigned has arranged for the wiring in conduits capable of furnishing master cable television system to Forest Lakes. Each owner shall be responsible for any charges of the use of such master antenna cable television facility. In no event shall any exterior radio or television antennas be permitted.

14. Any lien referred to in the Declaration shall not be effective unless and until same has been recorded in the public records of Palm Beach County, Florida.

15. In the event a townhouse unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause and allow his townhouse to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to use insurance proceeds on the units to accomplish such repair and rebuilding of the townhouse unit to comply with this responsibility.

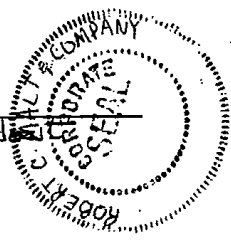
These covenants are to run with the land and shall be binding on all parties and all personal claiming under them for a period of twenty (20) years from the date these covenants are recorded after which time they shall be extended automatically for successive periods of twenty (20) years, unless an instrument signed by a majority of the owners of the townhouses and their mortgagee has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in paragraph 12 above.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have set my hand and seal this 31st
day of May 19 79.

ROBERT C. MALT & COMPANY
Robert C. Malt
Robert C. Malt - President



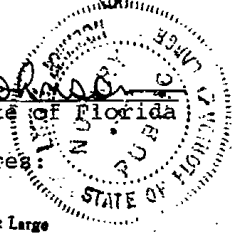
STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Robert C. Malt, to me known as the President of Robert C. Malt and Co. a corporation under the laws of the State of Florida, and acknowledged that he executed the foregoing instrument for and on behalf of the said corporation, as and for its act and deed for the uses and purposes therein expressed, and the said president further acknowledged that he affixed the seal of the said corporation to said instrument; that the seal thereto affixed is, in fact, the seal of the said corporation and that the seal was affixed pursuant to due and legal corporate authority.

WITNESS my hand and official seal this 31st day of May
A.D. 1979.

(SEAL)

Sam M. Johnson
Notary Public, State of Florida



My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires July 26, 1982
Bonded through Cornelius, Johnson & Clark, Inc.

OFF REC 3069 PG 0704

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court