

BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

FOREST LAKES PURCHASE/ LEASE INSTRUCTIONS

YOUR APPLICATION FOR CERTIFICATE OF APPROVAL INCLUDES THE FOLLOWING ITEMS:

1. Application to LEASE or PURCHASE must be completed and signed.
 - a. Copy of Drivers License or ID.
 - b. Copy of Lease or Contract
 - c. Allow 10 – 15 days to process application.
 - d. Orientation fee is \$150.00 per non-related applicant in money order or cashier's check payable to: Forest Lakes Property Owners Assn, Inc. and
 - e. \$100.00 in money order or cashier's check payable to: Banyan Property Management, Inc., Application fee is non-refundable.
 - f. Executed Addendum to Lease Agreement by Landlord and Tenant (not applicable to purchase transactions)
2. Copy of Rules and Regulations of the Association are for you to keep.
3. Copy of Warranty Deed must be sent to Banyan Property Management upon closing of the unit as well as any sums due the Association must be collected at closing. (also applicable to leases)
4. Application fees of \$200.00 covers only the orientation; all other charges for estoppels or pud questionnaires are not included in the application fee.

A Certificate of Approval will be issued upon completion of all documents, receipt of application fee, and final approval from a Forest Lakes POA representative.

Thank you for your assistance.
Ralph Lopez, LCAM
Property Manager for the Board

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406
(561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com

PLEASE NOTE:

INCOMPLETE APPLICATIONS MISSING SIGNATURES, LEASE/SALES CONTRACT AND/OR APPLICATION FEE WILL NOT BE PROCESSED.

PLEASE ARRIVE AT LEAST 10 MINUTES EARLY.

LATE ARRIVALS AND/OR INCOMPLETE APPLICATIONS WILL BE RESCHEDULED.

FOR YOUR CONVENIENCE AND OURS, MAKE PROPER ARRANGEMENTS FOR YOUR CHILDREN.

DO NOT BRING CHILDREN TO THE INTERVIEW.

CHILDREN ARE NOT ALLOWED IN LOBBY AREA WITHOUT PROPER SUPERVISION.

THANK YOU FOR YOUR COOPERATION.



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PLEASE CIRCLE ONE

APPLICATION FOR PURCHASE/LEASE

ASSOCIATION _____

ADDRESS OF UNIT: _____

OWNERS NAME: _____

OWNERS PHONE #: _____

TENANT NAME: _____

TENANT PHONE # _____

REALTORS NAME/PHONE # _____

A fully completed application, along with appropriate photo I.D must be submitted before consideration or processing will commence. To ensure proper and timely processing, the forgoing must be received a minimum of 30 days prior to any closing or move in date.



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PLEASE CIRCLE ONE

APPLICATION FOR PURCHASE OR LEASE

ASSOCIATION: _____

ADDRESS OF UNIT: _____

Last name First name Middle Birth date

Drivers License No. State of license

Marital Status: Single _____ Married _____ Separated _____

Co-applicant last name First name Middle Birth date

Drivers License No. State of license

Expected move in date

Will the above listed person(s) be the only occupants? Yes No If No, list other occupants with Date(s) of Birth below:

NUMBER OF OCCUPANTS TO LIVE IN RESIDENCE

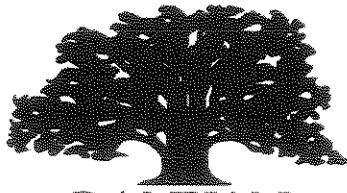
Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

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RESIDENCE HISTORY

Current address City/State Zip code

Area code/phone number own rent how long

Name and address of present landlord or mortgage co. area code/phone no. monthly payment

Previous address (include landlord and apartment community) area code/phone no. how long

EMPLOYMENT HISTORY

Applicant employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Applicant previously employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Co-applicant employed by Supervisor name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Co-applicant previously employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

ADDITIONAL INCOME

Sources Amount per year

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**HOMEOWNERS' ASSOCIATION
PET REGISTRATION FORM**

Registration Date: _____

Pets shall be restricted to no more than two pets per dwelling. The term 'pet' shall mean a cat or dog, and dogs shall exceed 40 pounds in weight (at its full size)...Article IX, Section C2.

OWNER/TENANT'S NAME: _____
 OWNER/TENANT'S ADDRESS: _____
 PHONE NUMBER: _____ EVENING NUMBER: _____

ANIMAL INFORMATION:

Dog(s)
 Total Number _____

AGE: Years \ Months	
Dog 1	_____ / _____
Dog 2	_____ / _____
Dog 3	_____ / _____
Dog 4	_____ / _____

Cat(s)
 Total Number _____

AGE: Years \ Months	
Cat 1	_____ / _____
Cat 2	_____ / _____
Cat 3	_____ / _____
Cat 4	_____ / _____

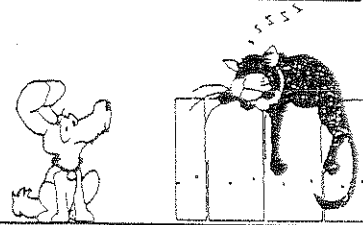
SIZE:

Dog 1	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.
Dog 2	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.
Dog 3	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.
Dog 4	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.

DOG'S NAME:

Dog 1 Name: _____
 Dog 2 Name: _____
 Dog 3 Name: _____
 Dog 4 Name: _____

Cat 1	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.
Cat 2	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.
Cat 3	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.
Cat 4	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.



SEX:

Dog 1	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Dog 2	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Dog 3	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Dog 4	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female

CAT'S NAME:

Cat 1 Name: _____
 Cat 2 Name: _____
 Cat 3 Name: _____
 Cat 4 Name: _____

Cat 1	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Cat 2	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Cat 3	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Cat 4	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female

BREED AND COLOR:

Dog 1	Primary Breed _____
	Secondary Breed _____
Dog 2	Dog 1 Primary Breed _____
	Secondary Breed _____
Dog 3	Primary Breed _____
	Secondary Breed _____
Dog 4	Primary Breed _____
	Secondary Breed _____

Dog 1	Primary Color: _____
	Secondary Color: _____
	Other Color: _____
Dog 2	Primary Color: _____
	Secondary Color: _____
	Other Color: _____
Dog 3	Primary Color: _____
	Secondary Color: _____
	Other Color: _____
Dog 4	Primary Color: _____
	Secondary Color: _____
	Other Color: _____

CAT BREED AND COLOR:

Cat 1	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	
Cat 2	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	
Cat 3	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	
Cat 4	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	

**PALM BEACH COUNTY
RABIES LICENSE TAG NUMBER:**

(Required by Palm Beach County Ordinance 98-22)

Dog 1: County License Tag # _____	Cat 1: County License Tag # _____
Dog 2: County License Tag # _____	Cat 2: County License Tag # _____
Dog 3: County License Tag # _____	Cat 3: County License Tag # _____
Dog 4: County License Tag # _____	Cat 4: County License Tag # _____

**FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.
PET REGISTRATION**

Date: _____ Unit Address # _____

Name of Resident(s): _____

_____ OWNER(S) _____ TENANT(S)

If Tenant(s), please state owner(s) name(s):

If a Tenant, please attach a current executed copy of your lease agreement, which must specifically allow you to keep the pet/animal at the premises.

A. What type of pet(s)/animal(s) do you have? This includes any service animals. Please attach a recent picture of your pet(s), such picture shall have been taken within the past six (6) months and accurately show the pet(s)/animal(s) as of the date of this registration.

I. Type of Pet(s) _____

Weight _____ Breed: _____

Color: _____ Tag Number: _____

II. Veterinarian Reference:
(Please attach a current certificate of vaccination/health certified by a licensed veterinarian within the past thirty (30) days.)

Name: _____

Address: _____

Telephone: _____

B. By submitting this registration application, Resident understands and agrees that the pet(s)/animal(s) is subject to the association's governing documents, including but not limited to association's Declaration of Covenants, Conditions and Restrictions and its Rules and Regulations and all state and local laws. Accordingly:

1. The Resident(s) may have no more than two (2) acceptable pets or animals (service animals shall be included) per dwelling and do not constitute a nuisance. The Resident agrees that only the pet(s) described and named above and which qualify as acceptable pets pursuant to the association's governing documents and rules and regulations can occupy the premises. Acceptable pets are defined as dogs or cats, except that, subject to the below grandfather provisions, at no time may the following breeds be allowed: Doberman, Pit Bull, Rottweiler, Chow-Chow or German Shepherd, unless said dog is classified as a "service animal" nor may any dog which is a known "biter" regardless of breed be allowed to be kept on the property or in any unit, and about which Resident(s) shall truthfully make the below referenced warranties. No additional or different pets are authorized under this agreement.

Grandfather Provision. Residents who have pets which now violate the above pet criteria but which otherwise at the time of approval of the amendment to the current Rules and Regulations as recorded on June 6, 2003, at Official Record Book 15331, Page 1107, Public Records of Palm Beach County, Florida, shall comply with the terms of the association's pet restrictions 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 current provision), (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 be virtue of the current rules be in violation they can renew their lease but the violating pet must not remain on the premises). Grandfathered pets are subject to all other provisions of the Association's governing documents and rules and regulations. Failure of a resident to abide by the terms of this grandfather position will be deemed in material breach of this agreement.

2. When outside the unit, all pet(s)/animal(s) must be on a leash which is attached to the pet/service animal and in direct physical control of a person capable of controlling such pet/service animal at all times and the pet(s)/animal(s) will not be left unattended at any time.
3. The pet(s)/animal(s) will not cause danger, threat to any person or other pet, nuisance, noise, health hazard, or soil the premises, grounds, common areas, walks, parking, landscaping or gardens. Resident agrees to clean up after the pet(s)/animal(s) and agrees to accept full responsibility and liability for any damage, injury or action arising from or caused by his/her pet(s)/animal(s). Resident agrees that if their pet/animal becomes annoying, bothersome, or in any way a nuisance or disturbance to other Residents or to the operation of the association, the Resident will immediately, upon notice from association remove the offending pet/animal from the premises.
4. Resident agrees to register the pet(s)/animal(s) in accordance with local laws and requirements, and to immunize pets in accordance with such local laws and requirements.
5. Resident warrants that the pet(s)/animal(s) have no history of causing physical harm to persons or property, such as attacking, biting, scratching, chewing, etc. and further warrants that the pet(s)/animal(s) have no vicious history or tendencies.
6. Resident shall be responsible for any damage created by a pet/animal to association property.
7. Resident acknowledges that it is unlawful and in violation of applicable laws or ordinances for a person who owns or controls any dog to permit such dog to run at large within the corporate limits of the city, and that any dog running at large shall be subject to being picked up by any city police officer, public health officer or the Humane Society of the appropriate jurisdiction. If not claimed within 48 hours after being picked up, said dog shall be turned over to the county dog pound, and subject to certain expenses set forth in appropriate Ordinances. In addition, no pet/animal will disturb another Resident or person.
8. Resident understands and agrees that each year the pet/animal is kept on the property, a valid certification from a licensed veterinarian shall be submitted to the association showing that the pet/animal has current vaccinations.
9. The Resident acknowledges in writing that Resident will comply with the guidelines established by the association regarding pets.

- 10. If Resident fails to comply with these requirements by failing to have his/her pet(s)/animal(s) registered (this shall include but not limited to replacement pets) and approved in advance or has a pet on the property or premises without approval and is later discovered, (whether the pet belongs to Resident or another), then the association shall have the right to remove such pet/animal immediately without notice. If any action is necessary to remove the animal, the prevailing party shall be entitled to its reasonable attorney's fees and costs, if any.
 - 11. The pet/animal shall not be deemed approved until Resident receives a written confirmation from the association approving same.
 - 12. If any action is necessary to require compliance with this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs, if any.
- C. Association and Resident agree, notwithstanding initial compliance with the pet registration, that should Resident receive written notice from Association that a pet/animal is deemed undesirable, for whatever reason, Resident shall forthwith remove the undesirable pet/animal from the premises. Any failure to remove the pet/animal after written notice shall be a material breach of this agreement.
 - D. Disapproved pets/animals shall not be allowed to re-enter the property or the premises.
 - E. Any approval of a pet given by Association to Resident, prior to or after Resident takes possession of his/her premises, shall be strictly subject to the terms of this agreement/registration, and any such approval given shall require compliance herewith notwithstanding the fact that this addendum may not be resigned after a pet is approved or added.

_____ Dated: _____
 Resident

_____ Dated: _____
 Resident

APPROVED THIS ____ DAY OF _____,
 BY:

FOREST LAKES PROPERTY OWNERS' ASSOCIATION, INC.

By: _____
 Signature

 Print Name and Title

Parking Form

Association Name: _____

Driver License # _____ State: _____

Vehicle # 1

License # _____

Make _____

Year _____

Color _____

Vehicle # 2

License # _____

Make _____

Year _____

Color _____

Name _____

Fairview Address _____

Phone _____

Signature _____

Date _____

HOA/POA SCREENING FORM

DATE:

UNIT#:

THE FOLLOWING OWNER/TENANTS HEREBY ACCEPT NOTIFICATION,
AS EVIDENCED BY THEIR SIGNATURE BELOW:

THAT ANY VEHICLE FOUND PARKED OR DRIVING THROUGH LAWN
AREAS OR SIDEWALK AREAS WILL BE SUBJECT TO IMMEDIATE
TOWING OF THE VEHICLE AT OWNER'S EXPENSE. THIS INCLUDES ALL
VEHICLES AND APPLIES TO EVERY HOMEOWNER AND TENANT.
INVITED GUEST AND SERVICE PERSONNEL ARE SUBJECT TO THE SAME
RULES AND REGULATIONS AND MUST BE NOTIFIED OF THESE RULES
BY OWNER/TENANTS.

ANY DAMAGE TO THE LAWN OR SPRINKLER SYSTEM OR TO THE
SIDEWALK PAVEMENT AS A RESULT OF VEHICLE TRESPASSING WILL
BE CHARGED AGAINST THE APPROPRIATE UNIT.

NO INOPERABLE OR UNTAGED VEHICLE MAY REMAIN ON THE
PREMISES IN EXCESS OF TWENTY-FOUR (24) HOURS.

NO REPAIR WORK (OIL CHANGES, ETC.) MAY BE PERFORMED ON THE
PREMISES.

NO COMMERCIAL VEHICLES ARE PERMITTED ON THE PROPERTY OTHER
THAN TEMPORARILY FOR DELIVERY OR PICK-UP. THESE VEHICLES
WILL BE TOWED AT OWNERS EXPENSE.

I, THE UNDERSIGNED, HAVE RECEIVED A COPY OF THE RULES AND
REGULATIONS OF THE HOMEOWNER'S/PROPERTY OWNER'S
ASSOCIATION.

I HEREBY THROUGH MY SIGNATURE BELOW, AGREE TO ABIDE BY
THESE RULES AND REGULATIONS, AS WELL AS THE BY-LAWS OF THE
ASSOCIATION.

I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO INFORM
ANY GUEST WHICH MIGHT BE VISITING DURING MY
LEASE/OWNERSHIP OF SUCH RULES & REGULATIONS AS I WILL BE
HELD ACCOUNTABLE FOR THE ACTIONS OF SUCH GUEST.

I AGREE TO HAVE MY PET (S) ON A LEASH WHEN ON THE PROPERTY AT
ALL TIMES AND TO USE A "POOPER SCOOPER" TO CLEAN UP AFTER
WALKING MY PET (S).

NAME _____ SIGNATURE _____

NAME _____ SIGNATURE _____

ONALD HILLEY P.A.
Prosperity Farms Road
204 Prosperity Gardens
Beach Gardens Florida 33410
627-0009

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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:

Magen Schmidt
Witness as to all Directors

Maria M...
Witness as to all Directors

Forest Lakes Property Owners Association, Inc.

Carolyn Sinsky
Director

[Signature]
Director

[Signature]
Director

[Signature]
Director

Stephen M. Deulop
Director

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss:

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

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



Magen A. Schmiedel
MY COMMISSION # CC982838 EXPIRES
January 13, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

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