

FOREST LAKES MASTER ASSOCIATION, INC

RULES AND REGULATIONS

Maintenance by Owners.

Standard of Maintenance. Subject only to the obligation of Homeowners to maintain Front Yards, all lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean neat and attractive condition consistent with the general appearance. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that are fenced. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

Weeds and Refuse. Subject only to the obligation of Association to maintain Front Yards, no weed, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

Driveway Easement. If the driveway to any Home is made of any material other than asphalt, including without limitation, concrete or concrete pavers, the Owner shall be responsible to repair any damage to such driveway, including but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is construction. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by an Owner or by a Community Association:

Replacement of Annuals. Annuals are to be replaced semi-annually.

Trees. Trees are to be pruned as needed. Canopy must be raised above 8 feet for visibility.

Shrubs. All shrubs are to be trimmed as needed, not to exceed 6 feet in height and only permitted on the sides of the home. Hedges are not permitted in the front of the home.

Grass. 24 cuts annually or as needed.

(a) Cutting Schedule. Grass should be cut at least 24 times per year, on a regular schedule which maintains the grass in a neat and appropriate manner.

(b) Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

Mulch. Remulching of beds is recommended twice per year.

Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be recommended to be performed three (3) times a year during the following months: February, June and October.

Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveway, and expansion joints shall be removed as needed. Chemical treatment is permitted.

Holiday Lights and Other Lighting. Except for a seasonal holiday lights, all exterior lighting shall require the approval of the Board as set forth in this Declaration. The Board may establish standards for holiday lights. The Board may require the removal of any lighting that creates a nuisance(e.g., unacceptable spillover to adjacent lot).

Removal of Soil and Additional Landscaping. Without the prior consent of the Board, no Owner shall remove soil from a Parcel, change the level of the land within a Parcel, or plant landscaping with results in any permanent change in the flow and drainage of surface water within Forest Lake. Owners may place additional plants, shrubs, or trees within Parcels with the prior approval of the Board.

Animals. No animals of any kind shall be raised, bred or kept within

Forest Lakes for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Dade County ordinances and in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept harbored in a Home so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Forest Lakes designated for such purpose, if any, or on the Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

Nuisances. No nuisance or any use or practice that it is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use Forest Lakes is permitted. No firearms shall be discharged with Forest Lakes. Nothing shall be done or kept within the Common Areas, Parcel, or Home which will increase the rate of insurance to be paid by the Association.

Children Use of Facilities. Persons who are not sixteen (16) years of age or older shall not be permitted to use the Common Areas unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as Association may from time to time establish and require. Parents shall be responsible for all actions of their minor children at all times in and about Forest Lakes.

Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, Parcel or Home which is unsightly or which interferes with the comfort to the requirements.

Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the Board, which approval and the procedure therefor shall conform to the requirements.

Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to

be visible from outside the Parcel.

Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

Parking. No commercial vehicles of any kind, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers, horse trailers, vans or trucks in excess of 3/4 tons, mopeds or motorcycles, ("VEHICLES") shall be permitted to be parked or to be stored at any place in the Development which is visible from any and all public or private thoroughfare, not shall VEHICLES be permitted to park at or around the COMMON AREAS. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other temporary commercial services, nor to any of the Developer's vehicles, nor to any vehicles of Owners of Commercial Lots, and their tenants, used in connection with the business of such Owners and/or tenants when parked in that portion of the joint parking area, and other commercial parking areas, which are located on the Commercial Lots. No on-street or sidewalk parking shall be permitted; all parking shall be restricted to designated area, boats or boat trailers may be parked on subject lots provided the subject lot is enclosed by a wooden fence (in compliance with the Master Covenants for Forest Lakes Master Association, Inc.) Of six (6) feet height, and the said boat or boat trailer is parked within the aforementioned fence enclosure.

Any vehicle parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, not guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers.

Trash Removal. Dirt, trash, cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

Adjacent Owner Paint Obligation. Notwithstanding the foregoing, the owner of any Home immediately adjacent to a Zero Lot Lone Wall shall have the responsibility for painting the exterior surface of the wall facing such Home. This maintenance obligation

does not extend to the top of the wall which faces skyward.

No Structural Change. No Owner shall cut a window or any opening in a Zero Lot Line Wall nor shall any Owner make structural changes in a Zero Lot Line Wall, including, but not limited to, change of paint color, without the express written approval of the Board.

Damage by Owner of Adjacent Home. In the event that a Zero Lot Line wall is damaged by the Owner of an adjacent Home, the owner of the adjacent shall be responsible for repairing such in a timely manner and in accordance with the standards established by the Board. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the adjacent Home to effect such repair, and the cost thereof shall be charged to the adjacent Owner as an Individual Assessment.

Construction Easement. Developer reserves an easement over all zero lot line Homes for all construction purposes. By way of example, Developer and Developer's construction crews may be required to enter onto a completed zero lot line Home in order to complete construction of an adjacent Home. This easement shall permit all ingress and egress necessary to complete Homes adjacent to zero lot line Homes, and shall be construed as broadly as possible.

Irrigation. Irrigation systems shall be maintained in such a manner so as to cause no stains on Homes, structures or paved areas. Association may require from time to time, that the Owners adopt systems to prevent stains (e.g., automatic deironization systems).

Boundaries of Maintenance. Each Owner shall maintain the property from their Home boundary to the edge of the property. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

Subdivision and Regulation of Land. No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Forest Lakes, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

Alteration and Additions. No material alteration, addition or modification to a Parcel or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the Board as required by this Declaration.

Signs. No sign (including brokerage or of for sale/lease signs), flags, banner, sculpture, solar equipment, artificial vegetation, sports equipment, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of a Parcel of Home that is visible from the outside without the prior written approval thereof being first had and obtained from the Board.

Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the Board.

Paint. Homes shall be repainted within forty-five (45) days of notice by the Board.

Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the Board. Accordion and roll-up style hurricane shutters. Panel style hurricane shutters may be installed up to 50 hours prior to the expected arrival of a hurricane. All hurricane panels and shutters must be removed a reasonable time after a storm.

Temporary Structure and Use. No structure of a temporary character, trailer, basement, shack, garage, barn or other building shall be moved to, erected on, or used on any of the lands within the Project at any time for a residence, workshop, office, storage room, either permanently or temporarily, provided, however, that Developer may place on the Project construction sheds, trailers or temporary sale offices or sale trailers used to facilitate the construction and sale of Lots and Homes in the Project. No canvas, pipe, or other type of carport shall be placed between the sidewalk and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service, repair or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Homes to be erected in this Project, no gas tank, gas container or gas cylinder, except those used by portable barbecue grills, shall be permitted to be placed on or about the outside of any of the Homes built in this Project or any ancillary building.

Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or on the Common Open Space, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Project lands. No derrick or other structure

designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any of the Project lands.

Visibility at Street Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Barbecues. Barbecues may be located or permitted only upon the back patio of a Home and upon such portions of the Common Open Space as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

Personal Property. No articles of personal property of Owners shall be placed on any portion of the Project lands unless such articles are being used by Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

General

1. The common areas and facilities shall not be obstructed nor used for any purpose than the purposes intended therefore; nor shall any carts, bicycles, carriages, chairs, tables, or any other similar objects be stored therein.
2. Employees of the Overall Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
3. No vehicle which cannot operate on its own power shall remain in the Development for more than twenty-four (24) hours, and no repair of vehicles shall be made therein. Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of dwelling units shall be permitted to use these areas.
4. No Owner shall make or permit any disturbing noises in the Common Areas and facilities by himself or his family, servants, employees, agents, visitors or licensees, not permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, or sound amplifier or any other sound equipment in the Common Areas and facilities in such manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted vocal or instrumental instruction at any time

which disturbs other residents.

5. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Areas, except signs used or approved by the Developer.
6. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted on, upon, or in the Common Areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Common Areas. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Common Areas.
7. No exterior antennae shall be permitted on the Common Areas, except the Developer shall have the right to install and maintain community antennae, microwave antennae, dishes and satellite antennae and radio and television lines and temporary communications systems and commercial tenants may operate two-way radio systems, subject to the approval of the Board of Directors.
8. No chain link fences shall be permitted on the Common Areas or any front portion of a home. Chain link fences are permitted only on the back sides of a home.
9. All persons using the recreational areas shall do so at their own risk. All children under twelve (12) years of age must be accompanied by a responsible adult.
10. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Common Areas and including full compliance by them of these Rules and Regulations and all other rules and regulations of the Overall Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreation facilities.
11. No security bars may be placed on the windows or doors of any unit within the Forest Lakes Community of any nature.
12. Every Owner and occupant shall comply with these rules and regulation as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws, and Articles of Incorporation of the Overall Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be ground for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Overall Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. In addition

to all other remedies, in the sole discretion of the Board of Directors of the Overall Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invites or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

13. No power boats or other mechanically powered water craft or devise, driven or propelled, of any kind, including non-power crafts, often than such crafts used for maintenance of the lake by authorized personnel shall be used or operated on the lake constituting the common areas. No house boat shall be used or permitted to remain on the lake. Further, swimming and fishing is prohibited on the lake.