

# FOREST LAKES PROPERTY OWNERS ASSOCIATION, INC.

## AMENDED AND RESTATED RULES

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WHEREAS Forest Lakes Property Owners Association, Inc. ("FLPOA"), is a Florida corporation not-for-profit and homeowners association under ch. 617 and 720, FLA. STAT., with Articles of Incorporation filed with the Secretary of State on March 29, 1979,

WHEREAS FLPOA was organized to own and operate certain lands and personal property in Palm Beach County, Florida, which lands and personal property are to be used in common with the FLPOA members which are all Owners of Townhouses in Forest Lakes,

WHEREAS operation by FLPOA includes managing Forest Lakes in keeping with the Articles of Incorporation, *Declaration of Covenants, Conditions and Restrictions of Forest Lakes*, recorded at Official Record Book 3069, P. 700, and re-recorded at Official Record Book 5765, P. 691,<sup>1</sup> and the By-Laws of Forest Lakes, (the "Governing Documents"), and the enforcement of the Governing Documents,

WHEREAS FLPOA significantly amended and restated the *Rules and Regulations of the Forest Lakes Property Owners Association, Inc.*, ("Rules") on September 9, 1996, as recorded September 20, 1996, at Official Record Book 9449, P. 1463; amended again on July 10, 2001, as recorded July 31, 2001, at Official Record Book 12773, P. 1979 (generally to allocate parking spaces according to the number of bedrooms in a Townhouse); amended again on May 28, 2003, as recorded June 6, 2003, at Official Record Book 15331, P. 1107 (generally to augment Rule 2 concerning Pets); and amended again on September 10, 2008, as recorded at Official Record Book 22858, P. 1335 (to require parking in designated areas),

WHEREAS FLPOA investigated and explored solutions for overcrowded parking and frequent, inconveniencing parking in parking spaces designated for Townhouses by person not permitted to park in those spaces,

WHEREAS the Board has contracted with a vehicle immobilization company and has or will implement other measures to increase voluntary compliance with parking Rules,

WHEREAS given the age of the Rules (2003) during which certain laws have been amended or interpreted differently, the Directors desire to modernize the Rules to increase clarity, predictability of FLPOA actions, and, when necessary, enforceability,

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<sup>1</sup> All recording references are to the Public Records of Palm Beach County, Florida.

WHEREAS recent Florida legislation requires FLPOA to adopt certain rules and other recent legislation does not apply to FLPOA due its effect on substantive rights of FLPOA and the Townhouse Owners,

WHEREAS the Rules, as adopted by the Board of Directors (“Board”) and as amended, apply to and are binding upon all Residents and Owners of Townhouses in Forest Lakes. Townhouse Owners, Tenants, Residents, and their Guests and Vendors must obey the Rules, and Townhouse Owners shall be responsible for their and those Tenants, Residents, Guests, and Vendors associated with their Townhouse adherence to the Rules,

WHEREAS the amended Rules which follow undergo significant re-wording and should be compared to previous versions for non-substantive changes,<sup>2</sup> while substantive and legally required additions are denoted with redlining and substantive and legally required deletions are denoted with ~~strikethroughs~~,

WHEREAS the Directors have considered, researched, consulted about, reviewed, and now renamed, restated, and amended the previous Rules and Regulations (now renamed simply as the “Amended & Restated Rules” or the “Rules”) as follows:

### Table of Contents

|                                |   |                                   |   |
|--------------------------------|---|-----------------------------------|---|
| 1. NUISANCE .....              | 2 | 9. ANTENNAE / NOISE .....         | 7 |
| 2. PETS .....                  | 2 | 10. SALE OF A TOWNHOUSE .....     | 7 |
| 3. TRASH AND HAZARDOUS WASTE . | 2 | 11. LEASE OF A TOWNHOUSE .....    | 7 |
| 4. BARBECUES.....              | 3 | 12. FINES .....                   | 7 |
| 5. EYESORE .....               | 3 | 13. OFFICIAL RECORDS .....        | 8 |
| 6. VEHICLES .....              | 3 | 14. ARCHITECTURAL STANDARDS ..... | 8 |
| 7. PROPERTY DAMAGE .....       | 6 | 15. ENFORCEMENT .....             | 9 |
| 8. SIGNS.....                  | 6 |                                   |   |

**1. NUISANCE.** No nuisance shall be allowed to exist upon any property to harm 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.

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<sup>2</sup> For instance, inconsistent use of ‘unit’ and ‘townhouse’ are resolved in favor of “Townhouse” and inconsistent use of FLPOA’s full name and the ‘association’ have been resolved in favor of “FLPOA.”

**2. PETS.<sup>3</sup>**

**A. Limitations.** Pets shall be restricted to no more than 2 pets per Townhouse. The term “pet” shall mean a cat or a dog, except that at no time may these breeds be allowed, unless required by application of fair housing law: Doberman, Pit Bull, Rottweiler, Chow-Chow or German Shephard nor any dog known as a “biter” regardless of breed be allowed to be kept within Forest Lakes or in any Townhouse. Any other category of pet requires FLPOA’s prior written approval after application by the owner. FLPOA may remove 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. FLPOA may also seek enforcement of this Rule or any applicable law or ordinance through any appropriate government agency.

**B. Behavior.** All animals shall be on a leash which is attached to the animal and in the direct physical control of a person capable of controlling such animal at all. Animals found running loose may be reported to Palm Beach County, or any other appropriate authority, to be picked up and impounded. The owner of each animal must clean up after the animal including pet waste from Common Areas.

**3. TRASH AND HAZARDOUS WASTE.**

**A. Trash, including cat litter and all other animal waste,** shall be placed in the receptacles provided. 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.

**B. Bulk items, including but not limited to construction trash and debris,** that are not picked up by the sanitation service must be removed from Forest Lakes at the owner’s

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<sup>3</sup> Allowed Non-Conforming Pets. Any Townhouse Owner or Tenant, who was not, on June 5, 2003, in violation of the June 5, 2003 version of this ¶ 2 must comply with these Rules, including this ¶ 2, on the earlier of: (a) the death of the pet existing on June 5, 2003 (in which case said pet shall not be replaced by one that would be in violation of the new Amendment), (b) ] upon the sale of the Townhouse or (c) upon the expiration of a current lease that was in effect on June 5, 2003. Pets subject to this exception are hereafter referred to as “allowed non-conforming pets” and are subject to all other provisions of Governing Documents and Rules *[This is a non-substantive revision of wording adopted on June 6, 2003 meant to permit non-conforming pets whose owners otherwise would be in violation. The revision also replaces outdated terminology with the term, “allowed non-conforming” and similar variation..]*.

expense. Trash shall not be placed outside the trash receptacles. Residents must dispose of items that do not go into receptacles to somewhere other than Forest Lakes.

**C. Toxic or hazardous waste products**, such as poisons, paints, petroleum products, cleaning fluids, etc. must not be placed in trash receptacles or otherwise disposed of in or around Forest Lakes, but must be properly disposed of according to law.

**4. BARBECUES**. Barbecue grills and similar devices may be used in courtyards only.

**5. EYESORE**. No person shall not cause or permit an eyesore which detracts from the aesthetics of Forest Lakes. No clothes or similar articles shall be hung on balconies, fences or outdoors for any purpose, except when hung within courtyards below the height of the courtyard fence. Bicycles, toys, or clutter must not be left outside courtyards at any time since they pose a safety hazard and will be considered abandoned and will be disposed of if, after reasonable notice, the items are not removed, or if the owners are unknown, disposed of within a reasonable time without notice.

**6. VEHICLES**. Vehicle Rules are in effect 24 hours/day, 7 days/week, all year.<sup>4</sup>

**A. Vehicles**. Vehicles include motor vehicles, motorcycles, trailers, recreational vehicles, off-road vehicles, vessels, and other devices used to move people.

**B. Commercial Vehicles**. A “commercial vehicle” is any car, truck, van, panel truck, trailer or any other vehicle used for, or bearing commercial signage or displays relative to the conduct of business, industrial, or commercial purposes, except passenger cars used solely to transport people and not goods, supplies, tools of a trade or business products if these items are visibly exposed, nor multiple workers to one or more jobsites.<sup>5</sup>

(1) Commercial vehicles must not be parked or used in Forest Lakes, except to provide temporary “necessary services” to Forest Lakes residents. Commercial vehicles

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<sup>4</sup> Allowed Non-Conforming Vehicles. Any Townhouse Owner's or Resident's Vehicle which would otherwise be in violation of this Rule 6 but was not in violation under rules effective before March 10, 2025, will be treated as not in violation but an allowed non-conforming vehicle so long as the Vehicle is registered no later than \_\_\_\_\_ and are subject to all other provisions of Governing Documents and Rules. Such allowance for the non-conforming vehicle automatically expires upon the earlier of the: (a) sale, transfer, or totaling of the Vehicle to any person, (b) end of the Vehicle Owners' residency in FLPOA, (c) sale of the Townhouse or (d) expiration of the Townhouse lease in effect on March 10, 2025

<sup>5</sup> This restriction on Commercial Vehicles is different than what is now part of ch. 720, FLA. STAT. FLPOA had a pre-existing right to limit Commercial vehicles and has done so for decades. The Florida caselaw (appellate court decisions) support FLPOA's position that the new law cannot impair existing, substantive, contractual rights, including the right to limit Commercial vehicles as it has.

must comply with all Vehicle Rules. "Necessary services" are any services provided at the request of a Townhouse Owner, Tenant, or Resident by government, the U.S. Postal Service, commercial delivery services, medical providers, and other service providers for the benefit of such Townhouse Owner, Tenant, or Resident or their Townhouse.

- (2) Law enforcement vehicles are not commercial vehicles.

**C. Commercial and other non-resident vehicles** may only park within the visited Townhouse's assigned Parking Lot in:

- (1) A Guest parking space, OR
- (2) A Resident space for 1 hour between 8:00 AM and 5:00 PM, only if no Guest parking space is available upon arrival, EXCEPT,
- (3) A roofing contractor may park 1 vehicle or trailer in a Resident space between 8:00 AM and 5:00 PM but must move such vehicle/trailer to a Guest spot overnight (no other exceptions are permitted).

**D. Parking.**

- (1) Allocated Parking Lots.
  - (a) Each Townhouse's registered vehicles are assigned to a Parking Lot.
  - (b) Each Townhouse may have 1 Registered Vehicle per bedroom in the Townhome (as originally constructed and planned by the Developer). Registered Vehicles must be registered with the State of Florida to an approved Resident of the associated Townhouse.
  - (c) Residents may only park in their assigned Parking Lot.
  - (d) Guests may only park in a Guest parking space, but never for no more than (a) 14 continuous days, or (b) 21 days during a 365-day period.
- (2) Vehicles may only be parked in delineated parking spaces ("within the lines").
  - (a) Driving or parking vehicles on grassy areas is not allowed at any time for any reason.
  - (b) Vehicles must not be parked so close to trash receptacles so as to interfere with waste collection.
  - (c) Vehicles must be parked such that no part of the vehicle or cargo extends over sidewalks or grassed areas.
  - (d) Trailer hitches and cargo must not extend beyond a vehicle's bumper.

(3) Boats, trailers, recreational vehicles, motor homes, buses, and trucks over  $\frac{3}{4}$  tons must not be parked inside Forest Lakes.<sup>6</sup>

**E. Operation.** Vehicle operators must (i) not operate vehicle faster than 5 miles per hour (mph) in Parking Lots or 25 mph on streets and (ii) comply with traffic control devices.

**F. Conditions and Appearance.**

(1) Vehicles that cannot operate under their own power may not remain within Forest Lakes for more than 24 hours without FLPOA's prior written approval.

(2) All vehicles must bear a valid, current license tag, be currently registered with the appropriate government agency, and be reasonably insured. Vehicles which are not legal for use on public roadways (e.g. ATVs, go-carts, golf-carts, etc.) are not permitted to be used or parked in Forest Lakes.

(3) No person may assemble or disassemble vehicles or equipment within Forest Lakes, except for ordinary maintenance like changing a tire or battery or adding windshield washer fluid. Ordinary maintenance does not include changing oils or lubricants. (See Rule 3.C above, regarding hazardous waste removal)

(4) All vehicles must be equipped with appropriate noise muffling devices in accordance with county and city ordinances. FLPOA may bar from Forest Lakes any vehicle or device that operates so as to disturb others.

**G. Vehicle Decals.**

(1) Residents must complete, submit, and keep updated a Vehicle Registration Request Form concerning the vehicles associated with their Townhouse.

(2) Vehicles will only be approved and registered by FLPOA if (a) the Townhouse Owner, associated Residents, and Vehicle Owner are not otherwise in violation of these Rules or the Governing Document (b) the Vehicle Owner and associated Resident's drivers

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<sup>6</sup> Allowed Non-Conforming Vehicles. Any Townhouse Owner's or Resident's Vehicle which would otherwise be in violation of this Rule 6.D(3) but was not in violation of the Rules in effect before March 10, 2025, will be treated as not in violation but an allowed non-conforming vehicle so long as the Vehicle is registered no later \_\_\_\_\_" and are subject to all other provisions of Governing Documents and Rules. Such allowance for the non-conforming vehicle automatically expires upon the earlier of the: (a) sale, transfer, or totaling of the Vehicle to any person, (b) end of the Vehicle Owners' residency in FLPOA, (c) sale of the Townhouse or (d) expiration of the Townhouse lease in effect on March 10, 2025.

licenses, the vehicle's insurance, and vehicle state registration are all current, and (c) the vehicle would otherwise be permitted in Forest Lakes.

(3) All Vehicle Owners must complete the registration form and comply with these Rules to entitle the Vehicle Owner to have FLPOA affix a decal to the Vehicle.

(4) FLPOA will affix decals to approved Registered Vehicles. No other person may remove the decals once affixed unless the vehicle will be de-registered from FLPOA.

(5) FLPOA decals must (a) not be covered or obscured and (b) visible to FLPOA's agents without having to touch or move any part or covering of the Vehicle. Even a properly Registered Vehicle is subject to towing or immobilization if the FLPOA Parking Decal is not visible to FLPOA's agents.<sup>7</sup>

**H. Miscellaneous.** No person may place dumpsters, dumpster bags, temporary storage containers (like PODS®), or similar containers without FLPOA's prior written approval, which approval is subject the payment of a \$500.00 deposit (generally, such containers will only be permitted to remain for 5 business days).

**I. Enforcement; Towing and Immobilization.** In addition to other remedies including fines and common area use suspensions, a vehicle parked in violation of this Rule 6 may be towed or immobilized at FLPOA's option, at the vehicle owner's expense.

**7. PROPERTY DAMAGE.** Townhouse Owners and Tenants, Residents, Guests, and Vendors are all jointly and severally liable for the damages caused to the Common Areas or FLPOA property by those persons in relation to their Townhouse, including parents of children causing such damage.

**8. SIGNS.** Only signs advertising sales or leases of Townhouses are allowed. There shall be no more than two such signs and the dimension of each sign shall not exceed 3' x 3'. No signs may not be displayed on Common Areas.

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<sup>7</sup> Allowed Non-Conforming Vehicles Covers. Any Townhouse Owner's or Resident's Vehicle cover which would otherwise be in violation of this Rule 6.G(5) but was not in violation of the Rules existing before March 10, 2025, will be treated as not in violation but an allowed non-conforming vehicle cover so long as the Vehicle Owner affixes one FLPOA Parking Decal to the vehicle so that it is in approximately the same location as if affixed directly to the vehicle, but will be subject to all other provisions of Governing Documents and Rules. Such allowance for the non-conforming vehicle automatically expires upon the earlier of the: (a) sale, transfer, or totaling of the Vehicle to any person, (b) end of the Vehicle Owners' residency in FLPOA, (c) sale of the Townhouse or (d) expiration of the Townhouse lease in effect on March 10, 2025.

**9. ANTENNAE / NOISE.** Because of the need for aesthetic uniformity in Forest Lakes, and to preserve the community's appearance and common scheme, and through this uniformity, appearance and common scheme, to preserve Townhouse property values, no exterior radio, television antennae, satellite dishes, or other electronic devices in open view are allowed, unless required by law or regulation. Radios, stereo, tape players and the like, including home, motor vehicle, or transportable systems, must not be played at levels disturbing to other Residents nor in excess of noise level ordinances or statutes.

**10. SALE OF A TOWNHOUSE.** In the event of a sale, the Townhouse purchaser must give FLPOA 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 FLPOA. Before issuing a Certificate of Approval, FLPOA must require the new purchaser to acknowledge in writing that the purchaser takes title subject to and must abide by the Governing Documents, Rules, and all city, county and ordinances and state laws and any rules pertaining thereto. The Board shall establish application/processing fees.

**11. LEASE OF A TOWNHOUSE.** If a Townhouse is leased, Townhouse Owner must give FLPOA (a) that owner's mailing address for all future assessment notices and other correspondence from FLPOA, and (b) a lease addendum, in substantially the same form as Exhibit "A," fully executed by the Tenant(s), acknowledging that the Tenant, Tenant's family, Guests and Visitors are subject to, and agrees to abide by, the Governing Documents and Rules, and all city and county ordinances and state laws and any rules pertaining thereto. The Board shall establish application/processing fees.

**12. FINES.** In addition to all other remedies, including those set forth in the Governing Documents and Rules, a fine or fines or suspension of common area use may be imposed on an Owner or other violating party for failure of the Townhouse Owner or the Tenants, Residents, Guest, and Vendors associated with the Owner's Townhouse to comply with any provision of the Governing Documents or Rules in this manner:

**A. Notice and Hearing.** While certain provisions of ch. 720, Fla. Stat., do not automatically apply to FLPOA, fines and suspensions will be imposed using the procedure in ch. 720, Fla.Stat. (2024).

**B. Fines.** Fines against the property owner or offending party shall not be in excess of \$100.00 for each occurrence/violation, or \$1,000.00 in the aggregate.

**C. Suspensions.** FLPOA may suspend of Common Area use rights (but no suspension may preclude parking or right of access to the Townhouse).



**D. Payment.** Fines are due not later than 30 days after notice of fine. **Collection.** Fines are collectible in the same and all manners as regular maintenance and insurance assessments. **Allocation of Fines.** All fines collected will be allocated by the Board.

### **13. OFFICIAL RECORDS.**

**A. Inspection Requests.** All requests to inspect the Official Records (“Inspection Requests”) must be in writing and mailed to Forest Lakes Property Owners Association, Inc., Attn: Official Record Inspection Requests, % GRS Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463, with copy to Wyant-Cortez & Cortez, Chartered, at its Registered Office address located at [www.sunbiz.org](http://www.sunbiz.org). Inspection Requests must include three proposed dates on business, non-holiday weekdays no earlier than five days after the Owner sends the Inspection Request.

**B. Inspections.** Owners of each Townhouse, collectively, may inspect Official Records no more than 1 8-hour period each month, and such inspections will occur at GRS Community Management or offices of Association counsel, Wyant-Cortez & Cortez.

**C. No Waiver.** FLPOA may provide some Official Records on the Internet or, occasionally, may respond to Inspection Requests by E-mail, and may respond to Inspection Requests communicated by means other than US Mail, but does not waive the right to require the procedures outlined in ¶ 13.A above through 0 above.

**D. Retention.** Official Records must be retained by GRS Community Management, under the Secretary’s supervision, for at least the time required by § 720.303(4)-(5), FLA. STAT.

**E. Non-Records.** E-mails, text/chat messages, and social media postings – including attachments - to and from Directors and Officers on their personally owned E-mail, telephone, or social media accounts and devices are not Official Records.

**F. Law Enforcement and Civil Subpoenas** for any Official Records must be forwarded to Association counsel, Wyant-Cortez & Cortez within 1 business day of receipt. **Destruction.** No person may destroy or deface any Official Record during or in connection with an Inspection.

**14. ARCHITECTURAL STANDARDS.** Before making any changes to the outside appearance of the Townhouse, including fencing and including when the change is done to cure a violation, the Townhouse Owner must seek and obtain approval by visiting

[www.grsmgt.com/association/forest-lakes-hoa](http://www.grsmgt.com/association/forest-lakes-hoa) and completing and submitting a Request for Modification Application (“Modification Request”).

**A. Fence Color.** See *Figure 1* below.

**B. Fence Type.** All fence replacements must:

- (1) Have an Modification Request approved.
- (2) be of the Shadow Box style. See *Figure 2* below.

Old fencing must be removed from the property and brought to the “dump” or other off-site location.

**C. Mansards.** Mansards must meet the specifications on Exhibit “\_\_.”



*Figure 1*



*Figure 2*

**15. ENFORCEMENT.** FLPOA will enforce the Rules, Violating these Rules violates the Governing Documents. FLPOA is entitled to recover its expenses, including reasonable attorneys' fees and costs in any enforcement efforts whether suit is filed or not, from the Townhouse Owner, Resident, and Guest responsible.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2025.

## EXHIBIT "A"

**FOREST LAKES****ADDENDUM TO LEASE AGREEMENT**

THIS ADDENDUM, made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, Townhouse Owner(s)/Lessor(s) of Townhouse \_\_\_\_\_, and \_\_\_\_\_, Lessee(s), and the Forest Lakes Property Owners Association, Inc. ("Association"). In consideration of the approval of the aforescribed tenancy by FLPOA 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 FLPOA (the "governing documents"), and agrees to be bound by the governing documents of FLPOA which may exist or from time to time hereafter be amended during the term of said leasehold, or any extensions thereof.

2. FLPOA and/or its authorized agent(s) shall have the irrevocable right to have access to each Townhouse 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 Townhouse or Townhouses.

3. The Lessor and Lessee specifically acknowledge and agree that FLPOA 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 FLPOA 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, FLPOA 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 Townhouse Owner hereby irrevocably appoints FLPOA as the Townhouse Owner's non-exclusive agent for purposes of enforcing the terms of this Lease Addendum.

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

7. The Townhouse Owner agrees to hold FLPOA harmless for damages should FLPOA terminate the Lease Agreement.

8. The parties agree that this Addendum may be severable, at the option of FLPOA, 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):

\_\_\_\_\_  
  
\_\_\_\_\_

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\_\_\_\_\_

Witness as to Association:

For the Association:

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