

## FOREST LAKES OF COCOA, A CONDOMINIUM

### RULES AND REGULATIONS

#### I. DEFINITIONS:

As used in these rules, unless the context otherwise requires:

A. Board. Board means the Board of Directors of Forest Lakes of Cocoa Condominium Association, or its authorized agents.

B. Developer. Developer means FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership.

C. Guest. Guest means anyone visiting in the park for thirty (30) consecutive days or less or thirty (30) days total in any consecutive twelve (12) month period. If any person stays on a site more than thirty (30) consecutive days or thirty (30) days total in any twelve (12) month period, such person shall be considered a trespasser and must vacate the site or qualify as a resident.

D. Park. Park means the composite of all of the lots plus the common areas, facilities and buildings in the condominium.

E. Recreational Vehicle. Recreational vehicle or RV means a travel trailer or motor home as defined by Section 320.01, Florida Statutes, which has a complete bathroom and kitchen with built-in sanitary water and sewage plumbing extending from the built-in toilet, wash basin, shower or tub, and sink, to the exterior of the vehicle. RVs must also comply with applicable Travel Trailer Park (TTP) zoning.

F. Mobile Home. The term "mobile home" means a structure, transportable in one or more sections, which is 8 body feet or more in width, over 35 body feet in length, built on an integral chassis, and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained therein.

G. Resident. Resident means any person who resides on a condominium unit gratuitously or as owner, lessee or renter.

H. Site. Site means the condominium unit as defined by the Declaration of Condominium.

#### II. RULES PART OF DOCUMENTS:

These rules form a part of the condominium documents and are binding upon the owners of condominium units, residents and guests.

**RULE 1 - PARK USE AND OCCUPANCY:**

A. ~~**Adult Park.** This is an adult park. Only persons forty five (45) years of age and older will be accepted as residents. In the case of a couple, only one spouse need be that age. This rule shall not apply to the resident manager employed by the Association or his (her) children residing with him (her). This is an adult park. Only persons forty five (45) years of age and older will be accepted as residents. In the case of a couple, only one spouse need be that age. This rule shall not apply to the resident manager employed by the Association or his (her) children residing with him (her). At least eighty (80) of the units shall be occupied by at least one person fifty five (55) years of age or older per unit. The association shall comply with regulation which require the existence of significant facilities and service specifically designated to meet the physical or social needs of older persons, or if the provision of such facilities and services is not practicable, that such housing is necessary to provide important housing opportunities for older persons. There shall be the publication of, and adherence to policies and procedures which demonstrate an interest by the owner or Association to provide house for persons fifty five (55) years of age or older. This rule shall not apply to unit owners or residents of the park at the time of enactment of the Fair Housing Act (Public Law 100-430.) it is understood and accepted that should the law again change to permit an adult park at a lower age; at the Developer's option, this rule will revert to forty five (45) year age limit.~~

Eligible Residents: Units may be occupied only by persons age fifty-five (55) or older, with the following exceptions:

1. In the case of a married or co-habiting couple, only one need be at least fifty-five (55) years of age. provided the other persons are at least forty-five (45) years of age. Once a person qualifies under this exception. they will remain a qualified resident.

2. Occupant heirs who inherit a unit from a person who has been a qualified resident of Forest Lakes provided such heirs are at least forty-five (45) years of age. Non-occupant heirs must be screened before occupancy.

3. Persons who were registered residents of Forest Lakes at the time this amendment to the Rules and Regulations was adopted.

4. Visitors to Forest Lakes, provided they are properly registered and do not occupy a unit more than thirty (30) days in any consecutive 12-month period.

B. Number of Residents. No more than three (3) persons shall live in any one on-site RV as residents in Phase I, nor more than four (4) persons in Phase II and III of Forest Lakes of Cocoa, a Condominium. All persons must qualify as eligible residents per Rule 1A.

C. RV's Per Site. Only RVs and no more than one live-in RV shall be placed on a site in Phase I of Forest Lakes of Cocoa, a Condominium.

D. RV's Permitted. Only RVs are allowed for on-site, live-in use, in Phase I of Forest Lakes of Cocoa, a Condominium.

E. Mobile Homes Permitted. All homes must have aluminum or vinyl type lap siding. Asphalt and fiberglass shingles (and metal roofs) are approved. ~~Spray-on Foam type and Rubber Membrane materials, except those already installed, are not approved.~~ Other materials can be approved with prior permission in writing of the Board. Residents installing non-approved materials without prior Board permission can be directed to remove such roofing at their own expense. Such residents can request approval from the board.

F. Park Facilities. Use of common areas, facilities and buildings is restricted to owners and residents and their invited guests. **All Guests must be registered with the Association at the front office for the community. An identification badge must be worn or displayed by any Guest that is using park facilities or amenities.**

## **RULE 2 - SITE PURCHASE, LEASE, RENT, OR GRATUITOUS USE:**

A. Site. Each prospective condominium unit purchaser, lessee, renter or gratuitous resident must fully complete and file a registration form with the Board on forms prescribed and provided by the Board upon purchasing, leasing, renting or using a unit.

B. For Sale Signs. A resident may display not more than one "for sale" sign upon a site and the size of such sign shall not exceed **200 430** square inches.

**RULE 3 - RV AND MOBILE HOME APPEARANCE:** In order to maintain a high standard of appearance in the park, the Board reserves the right to approve or reject an RV, or mobile home, for on-site placement in the park because of its poor condition or appearance.

**RULE 4 - SET UP:** Set up of the RV or mobile home is the responsibility of the resident, subject to inspection and approval of the Board. Approval is expressly conditioned on completion of all approved set up activities within thirty (30) days of initial placement of the on-site RV, or mobile home including:

A. Tie Downs: ~~Tie down as required by Florida law.~~ **Tie downs and skirting by methods approved by the Board are required for all units in the park which are not of a transient nature. Transient is defined as being removed from the site on a frequent basis. (Stays of 6 months or shorter time period). The above does not apply to units in storage.**

B. Skirting: Skirting of the RV, mobile home with aluminum or vinyl material of such construction, design, color and installation as may be prescribed by the Board and approved in writing by the Developer to maintain or enhance a high standard of appearance of the park. **For**

**Phase II and subsequent phases, the use of stucco or berm for skirting material is acceptable. The above does not apply to units in storage.**

**RULE 5 - LOT LAYOUT:** RVs, mobile homes, all attachments, carports, sheds, awnings and other additions to each site shall comply with minimum lot line set-back restrictions.

**RULE 6 - LOCATION ON SITE:** ~~Owners of all RVs or mobile homes entering the park must give the Board forty-eight (48) hours notice prior to arrival of the RV or mobile home at the park in order to allow the Board to assist in the location of the RV or mobile home. Upon arrival of the RV or mobile home in the park, the Board will instruct the driver as to the proper position for parking.~~ **Repealed.**

**RULE 7 - QUESTIONS ON PARK:** All notices, questions and problems having to do with the park should be addressed to the Board at the offices of the Board.

**RULE 8 - UTILITY PROBLEMS:** Any problems associated with utilities such as water, sewer, electric, telephone, cable TV, etc., shall be reported to the appropriate utility company. Suitable notification addressed to the Board shall also be provided by the resident for information purposes.

**RULE 9 - PETS:** Unit owners may have only ~~one~~ **two** customary household pet per condominium unit subject to the following rules hereinafter set forth.

~~A. **Pet Registration:** Each pet must be registered with the Board on forms provided by the Board at the time the site is purchased. A photograph of the pet must also be provided by the pet owner at that time.~~

B. **License Requirements.** Each pet must be licensed and inoculated in accordance with applicable laws and rules.

C. **Walking Pets:** Each pet is to be kept within the resident's RV or mobile home except when the resident has the pet on a leash and is walking the pet.

D. **Loose Pets:** Any pet running loose in the park is a nuisance and may be impounded at the owner's expense.

E. **Pets in Buildings:** Pets are not allowed in any park building or any recreational area at any time with the exception of seeing-eye dogs.

F. **Pet Excretion Clean-up:** Any excretion left by a pet outdoors must be picked up immediately and disposed of in a sanitary manner by the person walking the pet.

G. **Pet Conduct and Disturbances:** ~~A pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting, squawking, quacking or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance, subject to written complaint.~~ Notwithstanding the foregoing, pets may be kept or harbored in a resident's RV or Mobile Home only so long as such pets or animals do not constitute a nuisance. In addition, any individual pet considered by the Board to constitute a nuisance or to be a threat to the safety of residents, guests or invitees of the Park, may be banned from the Park by Board action. A determination by the Board that an animal or pet kept or harbored in a resident's RV or Mobile Home is a nuisance or constitutes a safety threat shall be conclusive and binding on all parties. By way of example and not limitation, a pet shall be considered a nuisance where the owner violates this Rule 9 two or more times in a twelve (12) month period. Further, a pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting, squawking, quacking or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance. 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.

H. **Rule Violations:** If a resident files a written complaint with the board to the effect that any of these pet rules have been violated and the Board determines that a violation has or is occurring, the Board shall serve the owner warning in writing to either correct the violation or to dispose of the pet. If, after a second written complaint, the board determines that the violation is continuing or that there is another violation of the same nature, the pet will be deemed to have endangered the life, health, safety, or well-being of residents and is forever barred from the park. The owner shall remove the pet from the park within two weeks.

I. **Exclusion:** Pets kept in an aquarium, such as fish, are excluded from these rules.

J. **Wild Animals.** The Park is located adjacent or nearby to certain undeveloped areas which may contain various species of wild creatures (including, but not limited to, alligators, bears, panthers, raccoons, coyotes and foxes), which may from time to time stray onto the Park or an individual Site, and which may otherwise pose a nuisance or hazard, all risks associated with which each Owner accepts by their purchase of a Site. Owners shall not feed wild creatures of any kind nor otherwise engage in conduct that attracts wild creatures onto any portion of the Park.

K. **Pet Weight.** Any single pet may not weigh more than 40lbs when fully grown. Any pet in the possession of a resident that violates this weight restriction as of the day on which these Amended and Restated Rules and Regulations are recorded, shall not be in violation of this Rule while said pet is alive and in the possession of the resident. Any household pet obtained after the recording of these Amended and Restated Rules and Regulations must comply with the stated weight restriction.

**RULE 10 – LANDSCAPING:** ~~The cost and implementation of landscaping of the site (with the exception of the initial landscaping that may be done by the Developer) is expressly assumed by the resident. All plans for landscaping must be approved in writing by the board prior to~~

~~installation. Each approved landscaping alteration must be completed within thirty (30) days of such approval.~~

**RULE 11 – SITE MAINTENANCE:** In order to protect the mutual investments of residents of the park, residents shall maintain the exterior of their RV or mobile home and other approved enclosures and sites in a clean, attractive and a well kept fashion. Residents shall comply with the following:

A. Grass and Plant Control: Each owner is responsible for mowing trimming, watering-and controlling the growth of all grass, plants and shrubs on his site unless other arrangements have been made by or with the board. If the Condominium Association must perform such maintenance due to the owners failure to do so, the owner of the site shall be responsible for the cost of such maintenance and shall pay the full sum incurred by the Association plus a 20% overhead fee upon billing with his next regular owner assessment. Should any litigation, including appellate proceeding, arise out of the enforcement of this provision, the association shall be entitled to court costs and attorney fees.

B. Digging: If an owner or resident plans to do any digging on his site, the Board must be contacted first so that placement of utility lines and pipes may be pointed out. If any such utility line or pipe is damaged by an owner or resident, his agent or contractor, it shall be repaired immediately at the owner's expense. If the Condominium Association must repair such damage because of the owner's failure to immediately do so, the owner of the site shall be responsible for the cost of repairs and shall pay the full sum incurred by the association plus a 20% overhead fee upon billing with his next regular assessment. Should any litigation, including appellate proceedings, arise out of the enforcement of this provision, the association shall be entitled to court costs and attorney fees.

C. Driveway and Ground Cover Maintenance: Oil drippings and damage to driveway pavement must be repaired and cleaned by the resident as soon as is reasonably possible. If wood chips, bark, rocks, or pebbles are used as a part of the landscaping, residents shall not permit any such ground cover to spread or otherwise disperse into the streets, driveways or neighbor's sites and must remove and clean up such ground cover immediately. If the association must perform such maintenance, due to the owner's failure to do so, the owner of the site shall be responsible for the cost of such maintenance and shall pay the full sum incurred by the association plus a 20% overhead fee upon billing with his next regular owner assessment. Should any litigation, including appellate procedures arise out of the enforcement of this provision, the association shall be entitled to court costs and legal fees.

D. Fences: Fences or hedges on any site are prohibited.

E. Commercial Enterprise: No commercial enterprise, soliciting or peddling is allowed to be conducted in the park without the written permission of the Board. Selling of one's site is not included in this restriction.

F. Lake Front Maintenance: Lake front residents are responsible for maintenance of any lake frontage at his site. In the event that the association must perform such maintenance due to the failure of the owner to accomplish it in a timely manner, the unit owner will be required to reimburse the Board for expenses incurred, plus an additional 20% overhead fee upon billing with his next regular owner assessment. Should any litigation, including appellate proceeding, arise out of the enforcement of this provision, the association shall be entitled to court costs and legal fees.

G. Clutter: Unsightly items including, but not limited to, overstuffed furniture, ironing boards, brooms, mops, freezers, refrigerators, washing machines, tires, ladders, picnic coolers, etc., are not permitted to remain outside the RV or mobile home or other approved enclosures.

~~H. Clothes Lines: No outside hanging of clothes, rugs or bedding:~~

~~(1) On Saturday and Sunday.~~

~~(2) On any site except on removable, umbrella type clothes lines. The umbrella clothes line fixture and lines shall be removed from the ground and stored in an out-of-sight place when not in use.~~

## **RULE 12 - UTILITIES:**

A. Utility Line Maintenance: Maintenance of all utility lines on the site which are not common elements or owned by a public utility is the site owner's responsibility, and maintenance and use of such lines must comply with applicable laws and regulations. Permission to alter existing park wiring, sewer or plumbing must be obtained in writing from the Board. Such alterations will be at the expense of the resident. The Association is responsible for the normal maintenance and replacement of utility lines and facilities which are common elements as may be needed due to normal usage and age. In the event the association must do repair work which is the direct result of negligence of a resident or a site owner, or either's contractor or agent, then the site owner shall pay the full costs for the repairs plus a 20% overhead fee upon billing with his next regular quarterly site owner assessment. Should any litigation, including appellate proceedings arise out of the enforcement of this provision, the association shall be entitled to court costs and attorney fees.

B. Connecting to Utility Lines: The resident is responsible for all user costs related to connection of the RV or mobile home to existing on-site facilities (electrical pedestal, sewer

terminal, water faucet, etc.) The resident also is responsible for all permits, deposits and charges regarding utilities including telephone, cable TV and other facilities.

C. Sewer Opening Cover: When an on-site sewer line is disconnected by a person, the on-site sewer connection must be plugged by such person with an approved type cap or plug.

D. Accessibility to Hook-up Fixtures: No person shall obstruct easy access to utility meter and utility hook-up pedestals.

**RULE 13 - TRASH DISPOSAL**: The dumping of any refuse on any site or common area within the park is prohibited. Refuse must be collected and retained at the RV or mobile home in a refuse can or placed in the dumpster. Refuse cans must be located on the site in an inconspicuous location with the lid fastened in place. Every effort shall be made to keep the area around the dumpster as neat as possible by making sure that all the refuse being disposed of, is placed in the dumpster and that the dumpster lid is closed upon departure from the area. Any refuse containing garbage must be in a tightly closed plastic bag.

**RULE 14 - AERIALS AND ANTENNAS**: Television and AM/FM aerials are permitted when they are attached firmly to the RV or mobile home. No aerial or antenna shall extend more than ten (10) feet above the roof of the RV or mobile home. CB and ham radio antennas are permitted with written permission from the Board. Satellite antennas of a diameter greater than three (3) feet are prohibited. Location of the satellite antenna must have the written approval of the Board.

**RULE 15 - CITIZEN BAND/HAM RADIO INTERFERENCE**: Use of citizen band or ham radios in the park is permitted within the rules on antennas and on a non-interference basis with other devices such as TVs. In the event a ham or citizen's band radio operator causes interference on one or more neighbor's TVs, hi-fi systems, telephones, etc., the time, date and type of interference noted should be brought to the attention of the offending party and the Board. If the interference continues, the Board will have the option of limiting the operating hours of the offending station or otherwise restricting the operation of the station.

**RULE 16 - DISTURBING NOISE**: Loud and disturbing noises including vehicular noises are prohibited. Sound equipment and musical instruments shall be tuned and/or played at a level which will not annoy other residents. Loud parties on sites are prohibited. Quiet hours shall be observed from 10:00 p.m. to 8:00 a.m.

**RULE 17 - ALCOHOLIC BEVERAGES**: Consumption or possession of alcoholic beverages is prohibited in park buildings and recreation areas except for special occasions approved by the Board in writing prior to the event.

**RULE 18 - DRUG USE:** Unlawful use of any drug or narcotic substance in the park is prohibited and will be reported to the appropriate law enforcement agency.

**RULE 19 - VEHICLE CONTROL:**

A. Identification: ~~Each motor vehicle shall be registered with the Board and must bear identification prescribed by the Board.~~ **Each motor vehicle, watercraft, and trailer must bear identification prescribed by the Board.**

B. Parking on Streets: Parking on streets of the park is prohibited. Residents may not park their own vehicles in guest parking areas except to accommodate guest vehicles on their own site or for other good cause as determined by temporary written permission of the Board.

C. Parking Near Park Facilities: Parking vehicles at park facilities (such as laundry) when not using such facilities is prohibited.

D. Parking: RVs which are not used as a single site residence, trailers, motor homes, trucks, watercraft, etc., must bear identification as prescribed by the Board, must not be parked in guest parking spaces or on the resident's site. They may only be parked in such areas as designated by the Board. An exception to this rule will be granted by the Board if the vehicle is the sole means of transportation for the resident. Also, short term parking (one or two days) is permitted on the site for loading or unloading purposes. Residents may park on their sites at all times, such number of passenger type motor vehicles, including vans and pick-up trucks, as will fit on their paved driveway without extending beyond their property line onto the street. No overnight parking on lawns is permitted. Neither residents nor their guests may park any vehicle on another resident's site or a vacant site without the owner's expressed permission. Guests shall park in guest parking areas, or on their host's site.

E. Speed Limit: ~~For the safety and well-being of the residents, the speed limit is ten (10) miles per hour (16 km per hour).~~ **For the safety and well-being of the residents, the speed limit is ten (10) miles per hour (16 KM per hour) on one-way streets and fifteen (15) miles per hour on two-way streets.**

F. Safety Requirements: All motor vehicles must meet legal safety requirements in order to be operated in the park.

G. Unusable (Junk) Vehicles: Motor vehicles which do not display current registration (license tag) are prohibited in the park.

H. Vehicle Repairs: Vehicle repair and maintenance on a site is permitted until an area for such purpose is designated by the Board. Continuous use of any such area by any resident

for a period longer than one day is discouraged and longer than two days is prohibited. washing and polishing of vehicles is permitted on the site.

I. Insurance: All motor vehicles operated in the park must have public liability and property damage insurance to the limits as required by the state or province in which the vehicle is registered. The board may prohibit the operation of a motor vehicle in the park if, upon request of the Board, proof of such insurance covering the vehicle cannot be provided by a resident. Any such uninsured vehicle shall not be driven in the park again until proof of insurance is provided to the Board.

J. Motorcycles, Motorscooters, etc.: Abusive or careless use of motorcycles, motorscooters, minibikes, mopeds, golf carts, etc., in the park is prohibited. Adults (those with a valid driver's license) may drive any such vehicles in the park. Children (those without driver's license) may not drive any such vehicle.

K. Bicycles: Bicycle riding is permitted. All bicycle riders must obey all motor vehicle traffic laws

L. Commercial Signs: Resident's motor vehicles may not display commercial signs in the park.

M. Flags. Only one portable American flag per Unit is allowed. Army, Airforce, Marine, Coast Guard, and/or Space Force flags may be flown on Memorial Day, Flag Day, Independence Day, Armed Forces Day and Veterans Day.

#### **RULE 20 - CHILDREN GUESTS:**

A. Hosts Responsibility: Children guests are the responsibility of the host resident.

B. Behavior of Children: Children must be quiet and orderly and are not to be allowed on other resident's property, on vacant sites, or to do anything which might be cause for complaint.

#### **RULE 21 - ADDITIONS AND ALTERATIONS:**

A. Alteration of Site: No alterations or additions may be made on a site which is prohibited by applicable laws, ordinances, rules and regulations or the Declaration of condominium. **Prior Board approval is required for any proposed improvement or alteration of an Owner's Site or the exterior of the resident's RV or Mobile Home.**

(1) Any proposed improvement to, or alteration, modification or other change to a Site (other than changes that affect only the interior of the resident's RV or Mobile Home), including landscaping on a Site, shall be submitted to the Board for approval. The Board shall have the sole right and authority to review, approve and disapprove of proposed improvements, alterations, modifications or other changes to the Sites. Said approval must be provided prior to the Owner starting work on the proposed Site improvement or project.

(2) If any Owner shall desire to make any improvement to, or alteration, modification or other change to his Site, the Owner shall first submit the proposed improvement, alteration, modification or other change to the Board in writing, accompanied by such plans, specifications and other details as the Board may reasonably deem necessary in connection with its determination as to whether or not it will approve the same. The Board may establish and change from time to time an application form to be used by any Owner proposing to make an improvement, alteration, modification or other change.

(3) Approval of requests shall not be unreasonably withheld and shall not be withheld in a discriminatory manner nor in a manner which unreasonably prohibits the reasonable development of any Site; provided, however, that, the Board shall be concerned with, among other things, the aesthetic consistency of the Sites and the improvements thereon, and it shall be permitted to withhold its approval based on aesthetic consistency considerations.

(4) The Board shall notify the Owner of its approval or disapproval within thirty (30) days after receipt by the Board of a complete request. If the Board disapproves of the request, it shall, within such thirty-day period, give the Owner notice of the disapproval, which notice shall include the basis for the disapproval in reasonable detail. The disapproval of a request shall not bar the Owner from resubmitting the request after modifying the same to address the objections of the Board. In approving any plans or specifications, the Board may condition such approval upon changes being made to the proposed improvement, alteration, modification or other change. If the Board approves a request, the Owner may proceed with the improvement, alteration, modification or other change in strict conformance with the plans and specifications submitted as part of the request approved by the Board, and subject to any conditions to the particular request included in the Board's approval.

(5) No concrete is to be laid or poured on to any site unless previously approved by the Board.

B. Sheds: One shed of a design, size and construction prescribed by the Board, may be placed on each site at a location prescribed by the Board. The design and construction of the shed shall be done in such a way so as to obtain uniformity and aesthetic compatibility. All sheds in Phase II and subsequent phases Phase III must be an integral part of the mobile home and conform to all requirements of applicable laws, ordinances, rules and regulations or the Declaration of Condominium.

C. RV and Mobile Home Alterations: No exterior modifications may be made to the single on-site RV or mobile home without written approval of the Board.

D. Additions to RVs and Mobile Homes: Subject to conditions and restrictions of these rules and The laws of Florida, awnings, carports, screen-rooms, Florida rooms, roof-overs and open porches are permitted.

E. Materials: All additions and accessories must be of a painted aluminum metal, anodized aluminum, plastic, glass or vinyl material. Use of wood materials for the exterior is prohibited. This rule is not intended to prohibit the use of wood materials for the construction of a deck or dock.

F. (1) Docks: Owners of lake front units are permitted to construct a wooden dock provided said dock does not extend more than fifteen (15) feet into the lake from the rear (lake front) lot line. A dock shall contain a surface area of no more than ninety (90) square feet beyond the rear (lake front) lot line. **Materials for the construction shall be pressure treated wood or other suitable materials approved by the county building code for rot resistance and maintenance free properties, (i.e., Trek Decking). For safety, a dock may have the same open type railing (no more than three (3) feet high) construction as the deck.** No dock or deck shall be constructed without the prior written approval of the Board.

(2) Decks: (This rule applies only to structures in the ten (10) foot lakeside set-back area.) Owners of lakefront units are permitted to construct a deck on the lake front side of their property provided said deck does not extend beyond the rear (lake front) lot line. The surface area of a deck shall be no more than one hundred sixty (160) square feet (Phase I) and no more than three hundred twenty (320) square feet (Phase II and higher phases). For purposes of these rules, the deck area is defined to be the average width of the deck times the set-back distance ten (10) feet. The floor level of the deck must not exceed the level of the concrete pad (or the ground level under the main unit if no pad exists) and must not extend beyond the rear lake lot line. The material for the construction of the deck must be pressure treated wood or other suitable materials approved by the county building code for rot resistance and maintenance free properties (i.e., Trek Decking) and be maintained in a natural color. Deck railings are also permitted but must be between thirty (30) inches to thirty-six (36) inches in height and must be of an open type, construction. Deck railings shall be of the same material as the deck to maintain proper aesthetic value. Railing enclosures such that a three (3) inch ball can pass through and must have at least sixty (60) percent open area. No dock or deck construction shall be started prior to obtaining the written approval of the proposed plan by the Board. It is required that a permit be acquired from the county prior to beginning the construction of a deck.

(3) Materials. Deck and dock wood materials shall conform to the American Wood Preservers Association recommended retentions which are as follows:

<u>APPLICATION</u>	<u>RETENTION</u> (lbs/cu ft)	<u>USES</u>
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Above ground Ground contact, etc.	.25	Deck flooring, etc., posts, landscape timbers,
Fresh water contact docks	.60	retaining walls, piers, etc.
Piles – ground or fresh water contact	.80	

G. Sea Wall. Construction of a sea wall is permissible at a height of twenty-four (24") inches above the Weir, in a line in continuance with existing sea walls. If no sea wall presently exists near the property, the location shall be in conformance with the general existing lake shoreline. Any deviation shall require written approval of the Board of Directors.

#### **RULE 22 - LAKE:**

A. Motors: Electric motors may be used on watercraft. All other types of motors are prohibited on the lake.

B. Unattended Lines: Leaving unattended lines in the lake is prohibited.

C. Diversion of Water: Diversion of water from the lake is prohibited.

D. Watercraft Safety Rules: Boat users must comply with Florida watercraft safety rules and requirements.

#### **RULE 23 - MISCELLANEOUS:**

A. Sales: "Auction", "Moving", "Lawn", "Patio", "Garage" and other similar types of sales are prohibited except in such areas as are designated by the Board.

B. Fires: Open fires are prohibited. For purposes of these rules, controlled barbeque grill fires are not considered to be open fires.

C. Smoking: Smoking in park buildings is prohibited.

D. Wells: Water wells are prohibited.

E. Firearms: Discharge of air pistols/rifles, firearms or fireworks in the park is prohibited.

F. Drainage: No alteration of the natural drainage shall be done which will interfere with drainage of other park property or neighbor's sites.

G. Insurance Considerations: A site owner shall not permit or suffer anything to be done on his site which will increase the cost of insurance on common area, facility or another building in the park.

H. General Restrictions: Any activity, condition or thing that adversely affects the life, health, safety, morals, or well-being of residents in the park is prohibited.

**RULE 24 - SETBACKS**: The setback requirements for RV lots are five feet (5') from and perpendicular to the side and rear lot lines and ten feet (10') along the front (road) lot line. The setback requirements for a mobile home are 7.5 feet from and perpendicular to the side and rear lot lines and 20 feet along the front (road) lot line. Nothing shall be constructed between the setback and lot lines. No part of an RV, mobile home, Florida room, porch, shed, or other addition, improvement, or article including but not limited to awnings, cabanas, tables, chairs, barbeque grills, clothesline fixtures, that is higher than three feet above ground level shall be placed or extend into or permitted to remain in an area between the rear lot line of lakefront sites and a perpendicular setback of ten feet (10) therefrom.

In addition to the foregoing, all applicable County setback requirements will be strictly enforced.

Units 101, 104, 106, 116 and 200 encroach into the setback areas as set forth in Exhibit A attached hereto. Said encroachment shall not be considered a violation of Rule 24.

### **RULE 25 – SWIMMING POOL.**

Anyone using the swimming pool must adhere to the following rules:

- (1) Only residents and invited guests are allowed in the pool. Guests must be accompanied by a member of the host family residing at the site or bear identification as prescribed by the Board.
- (2) There is no lifeguard. Swimmers use the pool at their own risk.
- (3) Children aged fourteen (14) and under must be accompanied by an adult. Children unable to swim must wear a flotation device.
- (4) Babies must wear protective diapers and rubber or plastic pants at all times in the pool.
- (5) Suntan lotions are not permitted in the pool.
- (6) Food and drinks are not permitted in the pool, Glass or porcelain containers are not permitted in the pool area.

- (7) Jumping or diving into the pool is not permitted. No running in the pool area nor rough play in or out of the pool.
- (8) Pets are not permitted in the pool area.
- (9) Adult size rafts and large toys are not permitted.
- (10) Pool hours are from 7:00 A.M. to dusk.
- (11) Showers must be taken before entering the pool.
- (12) Pool capacity: Twenty-two (22) persons.

#### **RULE 26 – RULE VIOLATIONS.**

A. If the Board has reasonable cause to believe that a violation has or is occurring, the Board shall serve the alleged violator a warning in writing to cease and desist. ~~If a resident files a complaint with the manager or the Board to the effect that any provisions of these rules have been violated, and the manager has reasonable cause to believe that a violation has or is occurring, the manager shall serve the alleged violator warning in writing to cease and desist. If necessary, follow up action shall be taken by the Board in accordance with Condominium Document, By Laws of the Forest Lakes of Cocoa Condominium Association, Article XVII, Rules and Regulations, Section 2 (b), (c).~~

B. If after due notice in writing by the Board, the alleged violator fails to abide by the applicable provision of the Declaration, the Association's By-Laws, or the Rules and Regulations of the Association, the Board may take the following action:

(1) The Board may proceed with the fining process pursuant to Section 718.303, *Florida Statutes*, as may be renumbered or amended from time to time. ~~After reasonable notice of not less than fourteen (14) days to the alleged violator (owner of a unit or its occupant, licensee, or invitee), he shall be afforded the opportunity to appear before the Board for a hearing. Hearing notice shall include:~~

- ~~a) A statement of the date, time and place of the hearing.~~
- ~~b) A statement of the provision of the Declaration, Association By-Laws, Rules and Regulations which have allegedly been violated.~~
- ~~c) A statement of the nature of the alleged violation asserted by the Board.~~

(2) The Board may proceed with the arbitration process as identified in Section 718.1255, *Florida Statutes*, as may be renumbered or amended from time to time. ~~The notice may be delivered in person or by certified mail.~~

(3) ~~The party alleged to have committed a violation shall have an opportunity to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Board.~~

(4) ~~Subsequent to the hearing, the Board may impose fine(s) in such reasonable sums, not to exceed fifty (50) dollars per violation, against violators if the Declaration of Condominium, By laws, Rules and Regulations, The Board may levy additional fine(s) for each day a violation continues after first written notice by the manager or the Board.~~

#### **RULE 27 – UNIT OWNER PARTICIPATION IN BOARD MEETINGS, COMMITTEE MEETINGS AND UNIT OWNER MEETINGS.**

To conform with the requirements of Section 718.112, *Florida Statute*, as may be renumbered or amended from time to time, the Board shall:

A. Conduct town meetings to inform unit owners of proposed changes in policy, rules and regulations, amendments to condo documents and to hear their advice on all business matters coming before the Board of Directors.

B. Permit any Unit owner time to present his/her position on any agenda item or to address other issues or problems at the Unit Owner Board or committee meetings. A written request which identifies the presenter, the subject to be addressed and an estimate of a reasonable time necessary for the presentation shall be forwarded to the Chairperson of the Unit Owners meeting, Board meeting or committee meeting at least five (5) hours in advance of the meeting.

C. Permit Unit owners to speak during Unit Owners, Board or committee meeting in reference to any item on the agenda in accordance with the following:

(1) Any motion or matter placed before the Board or committee and which has been previously discussed by Board or committee members shall then, at the invitation of the chair, be addressed by Unit owners prior to the vote or action of the Board or committee members.

(2) Each speaker shall be limited to three (3) minutes for his/her comments on items under consideration.

(3) A Unit owner shall not be permitted to speak a second time on the motion or matter until all others in attendance have been privileged to speak.

(4) A Unit owner shall not be permitted to speak more than twice on the same motion or matter.

(5) All speakers will address only the business under consideration. Remarks about or to individuals will not be permitted.

D. Prior to the end of each meeting, the chair shall invite Board members, committee members and Unit owners to make suggestions and comments on any matter relative to the general welfare of the Association.