



# AMENDMENTS

## PAGES 90-101

EXHIBIT "A"

AMENDMENT TO DECLARATION OF CONDOMINIUM OF FOREST LAKES OF  
COCOA, A CONDOMINIUM

The following amendment is made to Article 12 of the DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A CONDOMINIUM, recorded in Official Records Book 2275, Page 0593, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

[...]

12. Sale and Rental of Condominium Units. There are restrictions placed herein regarding an Owner's right to sell or rent his Condominium Unit. See Rules and Regulations attached hereto as Exhibit "L". In order to effectuate the purposes of said Rules and Regulations, to maximize compliance with the use restrictions provided in this Declaration, in the By-Laws and in said Rules and Regulations, as well as to ensure that the Association is and at all times remains a valid housing opportunity for older persons, the Board of Directors is authorized to screen in advance all proposed leases, sales and other transfers of Units and to approve or disapprove in writing all proposed changes in occupancy of every Unit in the Condominium. Notwithstanding any other provision contained herein to the contrary, the Board of Directors is empowered to adopt reasonable rules and regulations and forms for use to facilitate the proper exercise of this power. Approval or disapproval of a proposed change in occupancy shall be given no later than ten (10) business days after a completed request has been properly submitted to the Board, or the change in occupancy shall be deemed approved. In the event that a change of occupancy occurs prior to obtaining written approval, such request for a change in occupancy shall be deemed withdrawn and the occupant shall immediately and permanently vacate the Unit.

No time sharing plan as the term is defined in Chapter 721, Florida Statute, as amended from time to time, or any similar plan of fragmented or interval ownership of a lot shall be permitted on the Property, and no attempt to create the same by lease or otherwise shall be allowed. All short-term rentals and licenses (which are for less than a twelve (12) month period) are strictly prohibited. Owners and tenants are prohibited from listing or advertising a lot, whether directly or through a third-party, as being available for short-term rental and license. Without limitation, this provision is intended to prohibit lot use, listings, and arrangements similar to and including those associated with AirBnB, VRBO, and other short-term rental/license companies, applications, and websites. Upon reasonable suspicion of a violation of these provisions, the Board of Directors may require an Owner and/or tenant to provide a notarized sworn statement, under penalty of perjury, affirming the lot is not, has not, and will not be used for these purposes. Said affirmation must be provided in a form acceptable to the Board, in its sole discretion. Failure to provide said affirmation within fourteen (14) days of such request by the Board shall constitute an independent violation of this Declaration and shall further establish a rebuttable presumption that the Owner and/or tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or tenant by a preponderance of evidence.

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Board shall constitute an independent violation of this Declaration and shall further establish a rebuttable presumption that the Owner and/or tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or tenant by a preponderance of evidence.

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Sonia A. Bosinger, Esq.  
ARIAS BOSINGER, PLLC  
1900 Hickory Street, Suite B  
Melbourne, FL 32901

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
FOREST LAKES OF COCOA, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A CONDOMINIUM, recorded in Official Record Book 2775, Page 0593, *et seq.*, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A CONDOMINIUM, which is attached hereto as Exhibit "A" and by reference made a part hereof (hereinafter "Amendment") was duly adopted in accordance with the requirements of the Declaration.

Pursuant to Article 18, Section 18.1 of the Declaration, as amended, an instrument was executed by a majority of the total unit Owners of the Association, as evidenced by the signatures on Exhibit "B" attached hereto and by reference made a part hereof.

The Association is a condominium association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 4th day of April, 2019.

Page 1 of 2



Signed, sealed and delivered  
in the presence of:

FOREST LAKES OF COCOA  
CONDOMINIUM ASSOCIATION, INC.

[Signature]  
(Sign - Witness 1)  
TERRY WESTERBEKE  
(Print - Witness 1)  
[Signature]  
(Sign - Witness 2)  
DAVID L. CREED  
(Print - Witness 2)

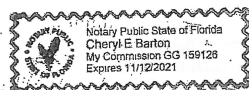
By: [Signature]  
(Sign)  
Phyllis C. Holmes  
(Print)  
President, Forest Lakes of Cocoa  
Condominium Association, Inc.

[Signature]  
(Sign - Witness 1)  
TERRY WESTERBEKE  
(Print - Witness 1)  
[Signature]  
(Sign - Witness 2)  
DAVID L. CREED  
(Print - Witness 2)

Attest: [Signature]  
(Sign)  
Catherine Stallings  
(Print)  
Secretary, Forest Lakes of Cocoa  
Condominium Association, Inc.

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing was acknowledged before me this 4<sup>th</sup> day of April,  
2019, by PHYLLIS HOLMES, as President, and CATHERINE STALLINGS  
as Secretary, of FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a  
Florida not for profit corporation, on behalf of the corporation, who are personally known to me  
or who have produced \_\_\_\_\_ as identification.



NOTARY PUBLIC  
[Signature] (Sign)  
CHERYL E. BARTON (Print)

State of Florida, At Large  
My Commission Expires:

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Sonia A. Bosinger, Esq.  
ARIAS BOSINGER, PLLC  
1900 Hickory Street, Suite B  
Melbourne, FL 32901

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
FOREST LAKES OF COCOA, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A CONDOMINIUM, recorded in Official Record Book 2775, Page 0593, *et seq.*, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A CONDOMINIUM, which is attached hereto as Exhibit "A" and by reference made a part hereof (hereinafter "Amendment") was duly adopted in accordance with the requirements of the Declaration.

Pursuant to Article 18, Section 18.1 of the Declaration, as amended, an instrument was executed by a majority of the total unit Owners of the Association, as evidenced by the signatures on Exhibit "B" attached hereto and by reference made a part hereof.

The Association is a condominium association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 4th day of April, 2019.

Signed, sealed and delivered  
in the presence of:

FOREST LAKES OF COCOA  
CONDOMINIUM ASSOCIATION, INC.

CBenitez  
(Sign - Witness 1)  
CHRISTOPHER Benitez  
(Print - Witness 1)  
[Signature]  
(Sign - Witness 2)  
Lynna White  
(Print - Witness 2)

By: [Signature]  
(Sign)  
CHRISTOPHER J. SHARP  
(Print)  
President, Forest Lakes of Cocoa  
Condominium Association, Inc.

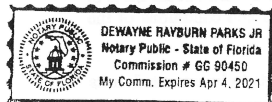
CBenitez  
(Sign - Witness 1)  
CHRISTOPHER Benitez  
(Print - Witness 1)  
[Signature]  
(Sign - Witness 2)  
Lynna White  
(Print - Witness 2)

Attest: [Signature]  
(Sign)  
JANET V. HARRIS  
(Print)  
Secretary, Forest Lakes of Cocoa  
Condominium Association, Inc.

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing was acknowledged before me this 25 day of May,  
20 17, by Christopher, as President, and Janet  
as Secretary, of FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a  
Florida not for profit corporation, on behalf of the corporation, who are personally known to me or  
who have produced Driver License as identification.

NOTARY PUBLIC



[Signature] (Sign)  
Dewayne Rayburn Parks, Jr. (Print)

State of Florida, At Large  
My Commission Expires: April 4, 2021

EXHIBIT "A"

AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
FOREST LAKES OF COCOA, A CONDOMINIUM

The following amendment(s) are made to Article 10, Section 10.4 and 10.5 of the DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A CONDOMINIUM, recorded in Official Records Book 2775, Page 0593, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~striking through~~, and omitted but unaltered provisions are indicated by ellipses):

...

10. Assessments.

...

**10.4 Lien.** The Association shall have a continuing lien on each Condominium Unit for any unpaid assessments, together with interest thereon, against the Unit Owner of such Condominium Unit; ~~that said lien on a Condominium Unit shall be subordinate to the prior lien of records of any institutional first mortgage.~~ Reasonable attorneys' fees incurred by the Association incident to the collection of assessments or the enforcement of such liens including litigation, arbitration and appellate proceedings, together with all sums advanced and paid by the Association for taxes and payments on account of ~~superior mortgages~~, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its continuing lien shall be payable by the Unit Owner and secured by such continuing lien. The Association's continuing lien shall also include those sums advanced on behalf of a Unit Owner on payment of his obligation. The Board of Directors may take such action as they deem necessary to collect assessments by personal action, or by enforcing and foreclosing said continuing liens, and may settle and compromise the same, if in the best interest of the Association. Said continuing liens shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act, except as herein provided. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien, ~~and apply as a cash credit against its bid, all sums due the Association covered by the lien are enforced.~~

**10.5 Liability of Institutional Mortgagee.** ~~Where a Unit is acquired by a Unit Owner as a result of foreclosure of an Institutional Mortgage, or where an Institutional Mortgagee of record accepts a deed to said Unit in lieu of foreclosure, such acquirer of title, its successors and assigns, shall be liable for the share of Common Expenses or assessments by the Association pertaining to such Unit, or chargeable to the former Unit Owner, which became due prior to acquisition of title as a result of the foreclosure only to the extent that the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. To the extent it is not so shall be deemed to be Common Expenses, collectible from all of the Unit Owners, including such acquirer, in their respective proportional shares.~~

Where the mortgagee of an Institutional Mortgage of record obtains title to a Unit as the result of foreclosure of the institutional first mortgage or where an Institutional Mortgagee of record accepts a deed to said Unit in lieu of foreclosure, such Institutional Mortgagee shall also be liable for its share of Common Expenses from the date it obtains title.

The continuing lien of the assessments provided for herein upon any Unit shall be subordinate to the lien of any first mortgage and to no other recorded mortgages or liens which have not already been recorded in the Public Records of Brevard County, Florida, prior to the date this Amendment is recorded and becomes effective. The continuing lien of the Association for any assessments is subordinate to such first mortgages or previously recorded mortgages subject to the provisions of Fla. Stat. Section 718.116, as may be amended, provided said mortgagee properly names the Association in any action to foreclose the subject mortgage. Any monetary obligations, including assessments, not collected as a result of the foreclosure of such a mortgage as noted above taking title to a Unit following a foreclosure of its first mortgage or previously recorded mortgage or by acceptance of a deed in lieu of foreclosure pursuant to the provisions of Chapter 718, Fla. Stat., as same may be amended, shall be deemed a common expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis.

The title of any other party taking title to a Unit at the foreclosure sale of such a mortgage or other lien aside from that for unpaid real estate taxes shall be subject to *in rem* liability for the payment of all monetary obligations due and owing on said Unit at the time of the foreclosure sale or conveyance, including any assessments, as well as any and all of those monetary obligations, including assessments, coming due thereafter. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility, nor the Unit from the lien for assessments thereafter falling due.

No sale or transfer shall release such Unit from liability for any assessment thereafter becoming due. A foreclosure sale, or a proceeding in lieu thereof, shall not, however, extinguish the personal liability of the Owner whose interest was foreclosed for any assessment upon the Unit which became due prior to the date of such sale.

**AFFIDAVIT REGARDING AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A  
CONDOMINIUM**

STATE OF FLORIDA  
COUNTY OF BREVARD

Before me, the undersigned authority, personally appeared David Creed, who, upon first being duly sworn, did depose and say:

1. Affiant is the Vice President of Forest Lakes of Cocoa Condominium Association, Inc. (the "Association") and, as such, has personal knowledge of the facts set forth herein.
2. The Members voted to adopt an Amendment to Declaration of Condominium of Forest Lakes of Cocoa, a Condominium by mail-in ballots with the ballots counted by the Officers of the Association on March 31, 2019 (the "Amendment").
3. On April 4, 2019, the President, Phyllis Holmes, and Secretary, Catherine Stallings, of the Association executed a Certificate of Amendment to Declaration of Condominium of Forest Lakes of Cocoa, a Condominium ("Amendment"), certifying the Amendment was properly approved in accordance with the Association's Declaration of Condominium of Forest Lakes of Cocoa.
4. On April 10, 2019, the Certificate of Amendment, along with a copy of the Amendment, was recorded in Official Records Book 8410, Page 2580, *et seq.*, of the Public Records of Brevard County, Florida.
5. The copy of the Amendment attached to the Certificate of Amendment at the time of recording is not an accurate copy of the Amendment which was approved by the membership on March 31, 2019.
6. The Amendment which was approved by the membership by mail-in ballot is attached to this Affidavit as Exhibit "A"
7. The Amendment attached hereto as Exhibit "A" shall be the amendment governing the Association.

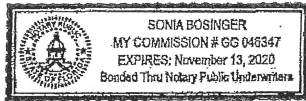
FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT

David Lee Creed  
(sign)  
DAVID LEE CREED  
(print)

SWORN TO AND SUBSCRIBED before me this 24<sup>th</sup> day of May, 2019, by  
David Lee Creed, as Vice President of Forest Lakes of Cocoa Condominium

Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced Driver's License as identification.



NOTARY PUBLIC

Sonia Bosinger

(sign) Sonia Bosinger

(print)

(Notary Seal)

State of Florida at Large

My Commission Expires:

EXHIBIT "A"

AMENDMENT TO DECLARATION OF CONDOMINIUM OF FOREST LAKES OF  
COCOA, A CONDOMINIUM

The following amendment is made to Article 12 of the DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A CONDOMINIUM, recorded in Official Records Book 2275, Page 0593, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

[...]

12. Sale and Rental of Condominium Units. There are restrictions placed herein regarding an Owner's right to sell or rent his Condominium Unit. See Rules and Regulations attached hereto as Exhibit "L". In order to effectuate the purposes of said Rules and Regulations, to maximize compliance with the use restrictions provided in this Declaration, in the By-Laws and in said Rules and Regulations, as well as to ensure that the Association is and at all times remains a valid housing opportunity for older persons, the Board of Directors is authorized to screen in advance all proposed leases, sales and other transfers of Units and to approve or disapprove in writing all proposed changes in occupancy of every Unit in the Condominium. Notwithstanding any other provision contained herein to the contrary, the Board of Directors is empowered to adopt reasonable rules and regulations and forms for use to facilitate the proper exercise of this power. Approval or disapproval of a proposed change in occupancy shall be given no later than ten (10) business days after a completed request has been properly submitted to the Board, or the change in occupancy shall be deemed approved. In the event that a change of occupancy occurs prior to obtaining written approval, such request for a change in occupancy shall be deemed withdrawn and the occupant shall immediately and permanently vacate the Unit.

No time sharing plan as the term is defined in Chapter 721, Florida Statute, as amended from time to time, or any similar plan of fragmented or interval ownership of a Unit shall be permitted on the Property, and no attempt to create the same by lease or otherwise shall be allowed. An Owner must own their Unit for a minimum of two (2) years before leasing or renting the Unit. All short-term rentals and licenses (which are for less than a three (3) month period) are strictly prohibited. In no event shall any Unit be leased more than two (2) times in any calendar year. If any lease is terminated before the end of the original lease term, a new lease may not be entered into until the original lease term expires, except when the termination of a lease is for good cause as determined at the sole discretion of the Board. Owners and tenants are prohibited from listing or advertising a Unit, whether directly or through a third-party, as being available for short-term rental and license. Without limitation, this provision is intended to prohibit unit use, listings, and arrangements similar to and including those associated with AirBnB, VRBO, and other short-term rental/license companies, applications, and websites. Upon reasonable suspicion of a violation of these provisions, the Board of Directors may require an Owner and/or tenant to provide a notarized sworn statement, under penalty of perjury, affirming the Unit is not, has not, and will not be used for these purposes. Said affirmation must be provided in a form acceptable to the Board, in its sole discretion. Failure to provide said affirmation within fourteen (14) days of such request by the



Board shall constitute an independent violation of this Declaration and shall further establish a rebuttable presumption that the Owner and/or tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or tenant by a preponderance of evidence.