distance of 200 feet to the Westerly right of way line of Tucker Lane; thence run S 0 deg. 06 min. 08" E along said Westerly right of way line a distance of 9.29 feet to the point of curvature of way line a distance of 9.29 feet to the point of curvature of the left having a radius of 756.20 feet; a circular curve to the left having a radius of 756.20 feet; a circular curve to the left having a radius of 756.20 feet; a circular southerly along the central angle of 11 deg. 25 min. 35" for a distance of 150.81 central angle of 11 deg. 25 min. 35" for a distance of 606.40 feet; thence continue Southerly along the arc of radius of 756.20 feet; thence run S 0 deg. 08 min. 28" W along distance of 606.40 feet; thence run S 0 deg. 08 min. 28" W along distance of 606.40 feet; thence run N89 deg. 51 sec. 32" W a distance of 6485.75 feet; thence run N9 deg. 08 min. 28" E a distance of 80.35 feet; thence run N 89 deg. 51 min. 32" W a distance of 80.35 feet; thence run N 0 deg. 08 min. 28" a distance of 80.35 feet; thence run N 0 deg. 08 min. 28" a distance of 80.35 feet; thence run N 0 deg. 08 min. 28" a distance of 80.35 feet; thence run N 0 deg. 08 min. 28" a distance of 100 feet; thence run N 35 deg. 12 min. 27" E a distance of 70 feet; thence run N run N 35 deg. 12 min. 27" E a distance of 110 feet to the Foint of 8 deg. 28 sec. 17" E a distance of 110 feet to the Foint of 8 deg. 100 feet; 110 feet to the foint of 8 deginning.

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1840EI 0672 EASEMENT Form 3722

1988 07-15 Sec. 35 Tup. 24s Rgs. 35e

8 No. 2319-7-210 2.20

Prepared by : J. Jaggers P.O. Box 2117 Cocoa, Fl. 32922

The 'moderstigated," (in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including uires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to line; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement feet in width described as follows:

The front 15 feet and the side and rear 5 feet of all travel trailer lots, together with the 10 feet abutting Tucker Lane (an 80 foot wide Right-of-Way), together with all remaining land not dedicated for travel trailer lots, including all ingress, egress areas, all lying and being on the following described property: areas, all lying and being on the following described property: Northwest !/4 of Section 35, Township 24 South, Range 35 East, Northwest !/4 of Section 35, Township 24 South, Range 35 East, and run 8 0 deg. 10 min. 37" W along the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 35 a distance of 134.83 feet to the South right of way line of State Road No. 520; thence run N 89 deg. 53 min. 52" E along said south right of way line a distance of 591.68 feet; thence run \$ 0 deg. 06 min. 08" E, along said South right of way line for 10 feet; thence run N 89 deg. 53 min. 52" E along said South right of way line a distance of 185.20 feet; thence run S 0 deg. 06 min. 08" E a distance of 190 feet; thence run N 89 deg. 53 min. 52" E a

---- SEE BACK OF FORM -----

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property. joining or through said property.

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	IN WITHESS WHEREOF, the unders	ioned has signed	and sealed this	s instrument on		-
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		11-11-04	Partmerchin	hy R.N. Will	eke Jr. Pre	s.
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My Commission Explices Sept. 27.

LLEN Tingineering, Inc.

108 DIXIE LAHE (P.O.BOX 1321) Cocod Beoch, Florida 32931 306/783-7443 OEF 1. :

For: Forest Lakes of Cocoa, LTD. Project No. 850710 November 4, 1986 Sheet 1 of LE

STATE OF PLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this

/OLA day of Cultury, 1987, by ROBERT N. WILLEKE, JR.,
individually and as President of Inter-Capital Development
Corporation, a Florida corporation, General Partner of Forest
Lakes of Cocoa, Ltd., a Florida Limited Partnership, individually
and on behalf of the Limited Partnership.

Candoce JO. Slaufore

My Commission Expires:

AGIPOTA TO STATE STITUTE TARTER ESSI, 25 DUA . PAR SCILLE ESSI, 25 DUA . CHU .

THIS INSTRUMENT PREPARED BY:

Robert T. Burger, Esquire CLARK AND BURGER 1901-6 Highway Ala Indian Harbour Beach, FL 32937

Page 2 of 2 Pages

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DEED-GRANT OF DRAINAGE EASEMENTS

Deed made this 10th day of February, 1987, by Forest Lakes of Cocoa, LTD., a Florida Limited Partnership, Grantor, to the Board of County Commissioners, Brevard County, State of Florida, Grantee.

Grantor, in consideration of One Dollar (\$1.00) paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee the right to construct, alter, and maintain a drainage system across the following described real property:

See Exhibit & attached hereto and made a part hereof.

See Exhibit B attached hereto and made a part hereof.

Together with the free right of ingress and egress over and across such property, insofar as such right of ingress and egress is necessary to the proper use of any right granted herein.

IN WITNESS WHEREOF, Grantor has executed this deed on the date first above written.

FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership

By: INTER-CAPITAL DEVELOPMENT CORPORATION, a Florida corporation, General Partner

By :

ROBERT N. WILLERS JR., President

(SEAL)

ROBERT N. WILLEKE, JR., Individually, General Partner

ROBERT N. WILLERS JR.

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Page 1 of 2 Pages

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FOREST LAKES OF COCOA, A CONDOMINIUM

LEGAL DESCRIPTION PHASE II

LEGAL DESCRIPTION PHASE II

A parcel of land lying in Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows: Commence at the Northwest corner of the Northeast \$\frac{1}{2}\$ of sald Section 35 and run S00°11'07"W, along the West line of the East \$\frac{1}{2}\$ of the Northwest \$\frac{1}{2}\$ of sald Section 35, a distance of 134.83 feet to the South right of way line of State Road 10. 520 and the Point of Beginning of the following described parcel: thence N89°53'52"E, along sald South right of way, a distance of 591.68 feet; thence S00°06'08"E, perpendicular to sald South right of way, a distance of 200.00 feet; thence N89°53'52"E, parallel with said South right of way, a distance of 320.08 feet; thence S00°05'56"E a distance of 90.53 feet to the point of curvature of a circular curve to the left having a radius of 125.00 feet; thence run Southerly along the arc of sald curve through a central angle of 32°37'00" for a distance of 71.16 feet to a point of reverse curvature of a circular curve having a radius of 125.00 feet; thence run along the arc of sald curve through a central angle of 01°20'20" a distance of 2.92 feet; thence run S60°08'21"W a distance of 126 83 fcet; thence N51°14'33"W a distance of 78.14 feet; thence S00°08'21"W, parallel with the East line of the West \$\frac{1}{2}\$ of sald Section 35, a distance of 855.22 feet; thence run N89°51'39"W, perpendicular to the East line of the West \$\frac{1}{2}\$ of sald Section 35, a distance of 855.22 feet; thence S00°11'07"W parallel with the South line of the Northwest \$\frac{1}{2}\$ of sald Section 35, a distance of 10.0 feet; thence S00°10'37"W, parallel with the South line of the Northwest \$\frac{1}{2}\$ of sald Section 35, a distance of 10.0 feet; thence S00°10'37"W, parallel with the South line of the Northwest \$\frac{1}{2}\$ of sald Section 35; thence N00°11'07"E along sald West line, a distance of 2027.59 feet to the Point of Beginning containing \$27.55\$ acres more or less. A parcel of land lying in Section 35, Township 24 South, Range 35

PAGE

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EXHIBIT B

LEGAL DESCRIPTION

The East 1/2 of the West 1/2 of Section 35, Tomoship 24 South, Range 35 East, Breward County, Florida lying SN of the Frontage Road to 1-95 and the SN 1/4 of the SE 1/4

LESS AND EXCEPT THEREFROM: .

Right of Way of S. R. 520 on the North:

AND LESS:

Beginning at the intersection of the Southerly line of S. R. 520 and the Wasterly line of said East 1/2 of the West 1/2 of Section 35; thence along said right of way Morth 850 45' 30" East 591:12 feet; thence South 000 14' 30' Fast 10.00 feet; thence North 850 45' 30" East 185.19 feet to the point of beginning, thence continue Morth 890 45' 30" East 200.00 feet to the Mesterly line of said access road; thence along said Wasterly line South 000 14' 30" East 190.00 feet; thence South 890 45' 30" Wast 200.00 feet; thence South 800 45' 30" Wast 200.00 feet; thence North 600 14' 30" West 190.00 feet to the point of beginning.

AND LESS: . .

Beginning at the intersection of the South line of S. R. 520 and the Mesterly line of the East 1/2 of the NH 1/4; thence along said Mesterly line South 00° 01° 03" Mest 500.00 feet; thence North 89° 31' 52" East 1011.95 feet to the Easterly line of the access road from S. R. 520; thence along the access road on a curve concave to the Northeast on a radius of 756.20 feet through a Delta Angle of 22° 04' 08" a distance of 291.27 feet; thence North 00° 14' 30" West 7.71 feet; thence South 89° 45' 30" West 200 feet; thence North 06° 14' 30" West 190.00 feet; thence South 89° 45' 30" West 185.19 feet, parallel to and 10 feet Southerly of the South line of S. R. 520; thence North 00° 14' 30" West 10.00 feet; thence South 85° 45' 30" West 591.12 feet to the Point of Beginning.

AHD LESS:

Commence at the Intersection of the South right of way line of Stata Road 520 and the filest line of the East 1/2 of the NUI 1/4 of Section 35, Township 21 South, Ranga 35 Mest; thence South 00° 10' 37" Mest, along said Mest line, a distance of 50°. Co feet to the Point of Beginning; thence continue South 00° 10' 37" Kast, along said Mest line, a distance of 1557.59 feet; thence South 80° 49' 23" East 333.64 feet; thence North 00° 10' 37" East 664.58 feet; thence North 44° 49' 23" Wast 141.42 feet; thence North 00° 10' 37" East 795.00 feet; thence South 85° 41' 25" West 1233.65 feet to the Point of Beginning.

AND LESS:

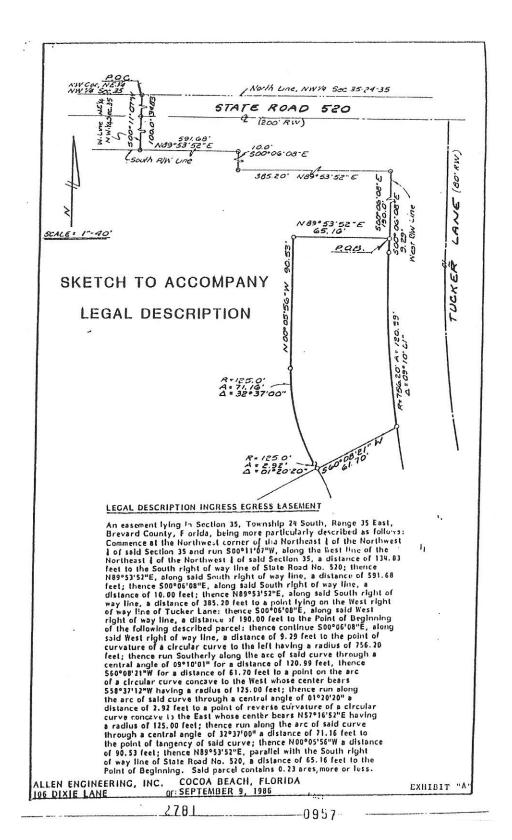
A parcel of land lying in the Northwest 1/4 of Section 35, Township 24 South, Range 35 East, Bravard County, Florida, being more particularly described as follows: Commence at the intersection of the South right of way line of State Road 520 and the West line of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of soid Section 35: thence run 80°10'37"W along said West line for 500:00 feet; thence run 820°41'25"E for 231.65 feet to the Point of Beginning of the following described parcel: N89°41'26"E for 802.24 feet to a point on the Westerly right of way line of Tucker Lane, said point also lying on the arc of a circular curve concave to the Northeast having a radius of 756.20 feet, the center of said curve bears 837°33'42"E from said point; thence run Southeasterly along the arc of said curve through a central angle of 35°04'17" for 62.83 feet to a point on the East line of the Northwest 1/4 of said Section 35; thence run 80°08'28"W along said East line for 455.75 feet; thence run 80°08'28"W along said East line for 495.75 feet; thence run 80°08'28"W along said East line for 794.93 feet to the Point of Beglindag.

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shall be easements, covenants and restrictions running with the land and shall inure to the benefit of and be binding upon Forest Lakes and Dabbs, their successors and assigns, including, but without limitation, all subsequent fee simple owners of the Easement Parcel and the Dabbs Parcel and all persons claiming under them.

 This non-exclusive easement shall terminate two (2) years from date if "Dabbs" does not obtain a non-exclusive ingress, egress and utility easement across the real property described in Exhibit C attached hereto which easement must abut the non-exclusive easement granted herein.

IN WITNESS WHEREOF, Forest Lakes has executed this Non-Exclusive Easement on the day and year first above written.

WITNESSES:

•

"FOREST LAKES"

FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership

By: INTER-CAPITAL DEVELOPMENT CORPORATION, a Florida corporation, General Partner

ROBERT N. President

(SEAL)

ROBERT N. WILLEKE, JR., Individually, General Partner

Candace No. Manfore

STATE OF FLORIDA

COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 26th day of January, 1987, by Robert N. Willeke, Jr., individually and as Profident of Inter-Capital Development Corporation, a Florida corporation, General Partner of Forest Lakes of Cocoa, Ltd., a Florida Limited Partnership, individually and on behalf of the Limited Partnership.

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EAP. AUG 26,1864 BOWDED THRU GENERAL ENS. DND.

Notary P

PREPARED BY:

ROBERT T. BURGER, ESQUIRE CLARK AND BURGER, P.A. 1901-6 Highway Ala Indian Harbour Beach, FL 32937

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THIS NON-EXCLUSIVE INGRESS, EGRESS AND UTILITIES EASEMENT made this 26th day of January, 1987, by FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership, (hereinafter "Forest Lakes"), as the owner of the real property described in Exhibit "A" attached hereto (hereinafter "Easement Parcel") for the benefit of J. LESTER DABBS, JR., TRUSTEE, (hereinafter "Dabbs"), as the owner of the real property described in Exhibit "B" attached hereto (hereinafter "Dabbs Parcel").

WITNESSETH:

WHEREAS, Forest Lakes is the owner of Easement Parcel;

 $\mathfrak{S}_{\mathsf{and}}$

WHEREAS, Dabbs is the owner of the Dabbs Parcel; and
WHEREAS, Dabbs desires a non-exclusive easement for
ingress, egress and utilities over the Easement Parcel to benefit
the Dabbs Parcel.

NOW, THEREFORE, for TEN AND NO/100 DOLLARS (\$10.00) and sother good and valuable consideration, the receipt of which forest Lakes hereby acknowledges, Forest Lakes hereby agrees as follows:

- 1. Forest Lakes hereby grants a non-exclusive easement for ingress, egress (including, but not limited to, pedestrian and venicular ingress and egress) and the installation, maintenance, repair, and replacement of any and all utilities including, but not limited to, water, sewer, storm drainage, electric, telephone, and cable television, over the Easement Parcel, to benefit the Dabbs Parcel (hereinafter "Non-Exclusive Easement").
- This Non-Exclusive Easement shall be binding upon the parties hereto, their respective successors and assigns.
- This Non-Exclusive Easement shall be made and construed in accordance with the laws of the State of Florida.
- 4. The Non-Exclusive Easement herby granted, the benefits hereby granted, and the restrictions hereby imposed PAGE:

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CONSENT AND JOINDER OF MORTGAGEE AMENDMENT TO DECLARATION OF CONDOMINUM

FIRST FLORIDA BANK, N.A., the owner and holder of a mortgage encumbering the land described in Exhibit A, Sheet 5, attached to the Amendment to Declaration of Condominium of Forest Lakes of the Amendment to Declaration of Condominium of Forest Lakes of Cocoa, a Condominium, Adding Phase II, according to the Amendment to Declaration thereof to which this Joinder is attached, hereby consents to and joins in the said Amendment to Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described in Exhibit A, Sheet 5, attached to the Amendment to Declaration of Forest Lakes of Cocoa, a Condominium, Adding Phase II, shall be upon all of the condominium parcels of Forest Lakes of Cocoa, a Condominium, Phase II, according to the Declaration thereof, together with all phase II, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by FIRST FLORIDA BANK, N.A. or the priority of the lien created hereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Amendment to Declaration of Condominium of Forest Lakes of Cocoa, a Condominium, Adding Phase II as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with the pursuant to Florida Statute 718.104

EXECUTED this 19.1/2 day of January, 1988. ****Official Records Book 2775 Page 0593 WITNESSES: FIRST, FLORIDA BANK, N.A. President Attest: Vice President STATE OF FLORIDA COUNTY OF BREV. D

The foregoing Joinder of Mortgagee of Declaration of Condominium was acknowledged before me this 1914 day of January, 1988, by 1984 O Tracy, V. President and 1984 January, and 1984 January, V. President of FIRST FLORIDA FANK, N.A., on behalf of said corporation.

My Commission Expires:

Notary Public, State of Florida My Commission Expires Hov. 27, 1990 RECORD AND RETURN TO: THIS INSTRUMENT PREPARED BY:

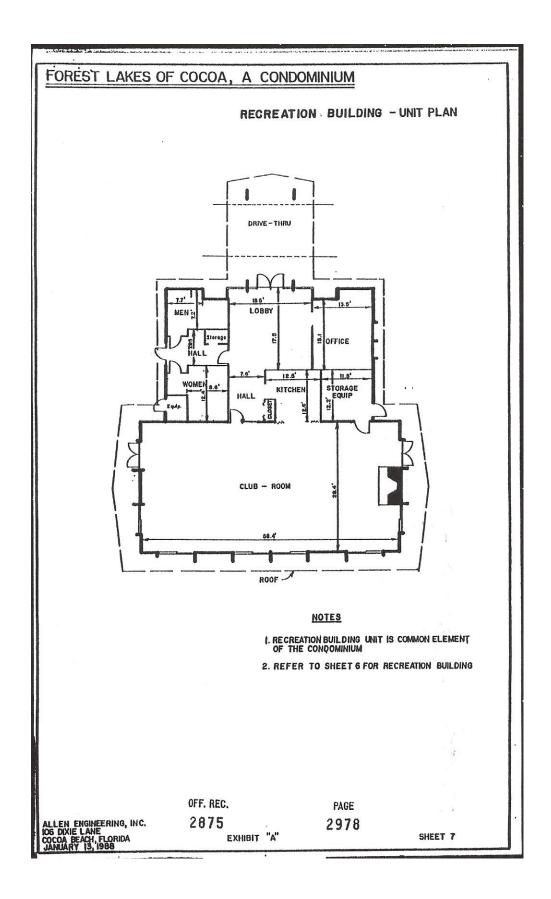
ROBERT T. BURGER, ESQ. 1901-6 Highway AlA Indian Harbour Beach, FL 32937

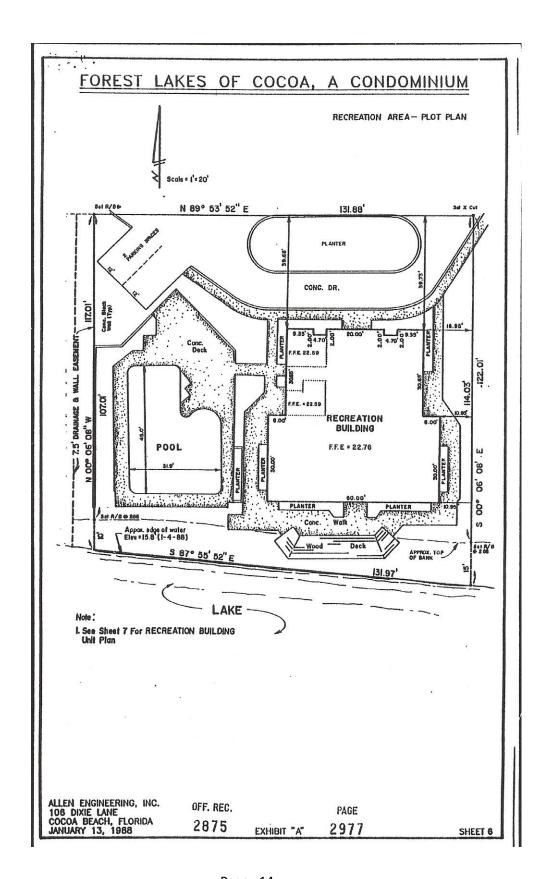
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FOREST LAKES OF COCOA, A CONDOMINIUM

LEGAL DESCRIPTION - PHASE II:

A parcel of land lying in Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows: Commence at the Northwest corner of the Northeast ½ of the Northwest ½ of sald Section 35 and run S00°11'07"W, along the West line of the East ½ of the Northwest ½ of sald Section 35 for a distance of 134.83 feet to the South right of way line of State Road 520 and the POINT OF BEGINNING; thence N89°53'52"E along sald South right of way line a distance of 591.66 feet; thence S00°06'08"E perpendicular to sald South right of way line a distance of 319.77 feet; thence S00°06'08"E perpendicular to sald South right of way line a distance of 319.77 feet; thence S00°06'08"E perpendicular to sald South right of way line a distance of 319.77 feet; thence S00°06'08"E perpendicular to sald South right of way line a distance of 319.77 feet; thence S00°06'08"E perpendicular to sald South right of way line a distance of 319.77 feet; thence S00°06'08"E perpendicular to sald South right of way line a distance of 319.77 feet; thence run Southerly along the arc of sald curve through a central angle of 125.00 feet; thence run Southerly along the arc of sald curve through a central angle of 125.00 feet; thence run Southerly along the arc of sald curve through a central angle of 02°06'03" for a distance of 4.58 feet; thence S00°08'21"W for a distance of 126.38 feet; thence N51°14'33"W for a distance of 78.14 feet; thence S00°08'21"W parallel with and 565.32 feet West of by perpendicular measurement from the East line of the West ½ of sald Section 35 for a distance of 447.69 feet; thence S00°11'07"W parallel with and 316.89 feet East of by perpendicular measurement from sald West line of the East ½ of the Northwest ½ of Section 35 for a distance of 595.62 feet; thence S00°11'07"W parallel with and 92.00 feet East of by perpendicular measurement from sald West line for a distance of 15.92 feet; thence S00°11'07"W parallel with and 92.00 feet East of by perpendicular measurement from sald West

CERTIFICATION:

I hereby certify to the best of my knowledge and belief the Sketch of Survey shown on Sheet 2 is a true representation of a survey made under my direction in accordance with the "Minimum Technical Standards" for Land Surveying in the State of Florida described in CH. 21HH-6 F.A.C., pursuant to CH. 472.027, F.S.

ALLEN-ENGINEERING, INC.

BY: MANAGEMENT M. SALMON

Not valid unless embosses with Surveyor's Seal

PROFESSIONAL LAND SURVEYOR

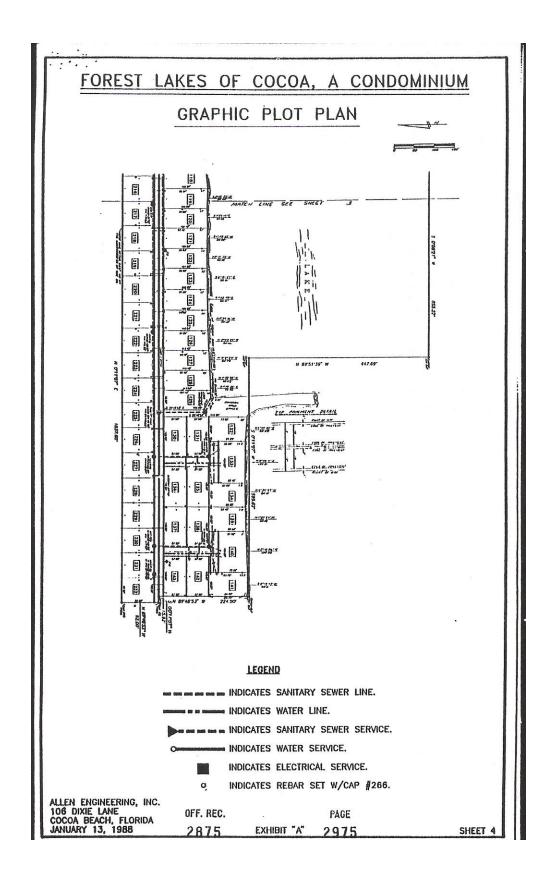
ALLEN ENGINEERING, INC. OG DIXIE LANE COCOA BEACH, FLORIDA JANUARY 13, 1988 OFF. REC.

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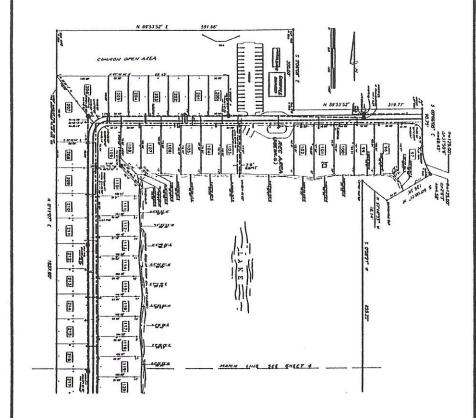
287 5 HIBIT "A"

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SHEET 5



FOREST LAKES OF COCOA, A CONDOMINIUM GRAPHIC PLOT PLAN



SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN

- ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
- 2. PHASE II CONTAINS 80 UNITS NUMBERED 97-143 AND 200-232 AS SHOWN ON THIS PLOT PLAN.
- 3. THE RECREATION AREA IS A COMMON ELEMENT OF THE CONDOMINIUM. SEE SHEET 6 FOR THE DETAIL OF THIS AREA.
- 4. A 5.0 FOOT EASEMENT EXISTS ALONG ALL SIDE LOT LINES FOR THE INSTALLATION AND MAINTENENCE OF PUBLIC UTILITIES.
- 5. A 10.0 FOOT EASEMENT EXISTS ALONG ALL FRONT LOT LINES FOR THE INSTALLATION AND MAINTENENCE OF PUBLIC UTILITIES.
- 6. SEE EX. "B" FOR THE GRAPHIC PLOT PLAN FOR THE OVERALL DEVELOPMENT.

ALLEN ENGINEERING, INC. 106 DIXIE LANE COCOA BEACH, FLORIDA JANUARY 13, 1988

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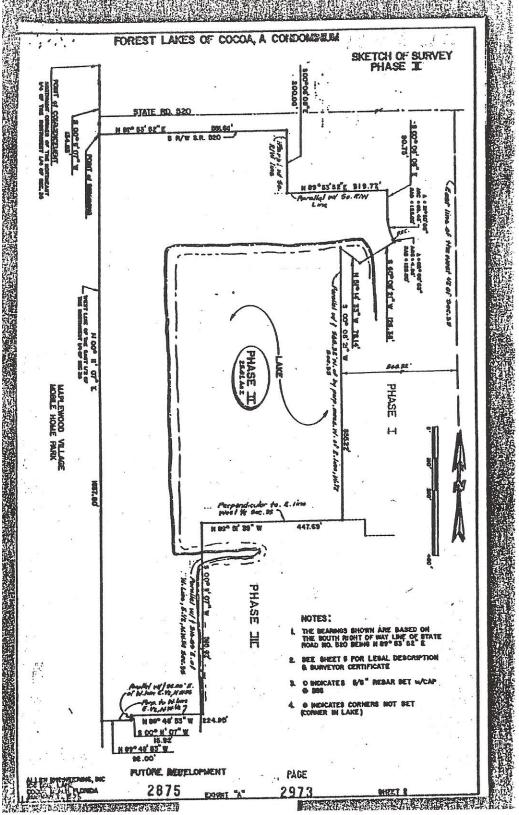
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SHEET 3

PHANE II



Page 18

SURVEYOR'S CERTIFICATE FOR FOREST LAKES OF COCOA, A CONDOMINIUM PHASE II

STATE OF FLORIDA COUNTY OF BREVARD

, e.

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED "ROBERT M. SALMON", BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A", TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING FOREST LAKES OF COCOA, A CONDOMINIUM, PHASE II IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 13TH DAY OF JANUARY, 1988 A.D.

ALLEN ENGINEERING, INC.

Y: ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA NO. 4262

SWORN TO AND SUBSCRIBED BEFORE ME AS TO "ROBERT MASALMON" THIS 13TH

DAY OF LANUARY, 1988 A.D.

NOTERY PUBLIC OF FLORIDA AT MARGE MY COMMISSION EXPIRES AUGUST 23, 1989

EXHIBIT "A"

SHEET 1

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STATE OF FLORIDA

COUNTY OF BREVARD

I HERBBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROBERT N. WILLEKE, JR., Individually and as General Partner and as President of Inter-Capital Development Corporation, a Florida Corporation, the sole general partners of Forest Lakes of Cocoa, Ltd., a Florida Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this | qub day of Jonuary , 1988.

Notary Public

My Commission Expires:

MOTARY PUBLIC STATE OF "10920A MY CONNESSION EXP. AUG 26,1389 DONDED THRU GENERAL INS. UND.

THIS INSTRUMENT PREPARED BY:

Robert T. Burger, Esq. 1901-6 Highway AlA Indian Harbour Beach, FL 32937

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Page 3 of 3 Pages

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PAGE 2971.

- 3. Percentage or Proportion of the Ownership Interest With completion of Phase II, all units of Phases I and II of the Condominium have an undivided one/one hundred seventy-sixth (1/176) share in the land and other common elements and in the common surplus that are appurtenant to each unit, and each unit owner shall be liable for a one/one hundred seventy-sixth (1/176) share of the common expenses.
- 4. Certificate of Surveyor The construction of the condominium is substantially completed. Attached to this Amendment is a Certificate of a Surveyor authorized to practice in the State of Florida stating that the construction of the improvements is substantially complete so that Exhibit A attached to this Amendment to Declaration of Condominium, together with the provisions of the Declaration, as amended, describing the condominium property, are an accurate representation of the location and dimensions of the property and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

IN WITNESS WHEREOF, this Amendment to Declaration of Condominium of Forest Lakes of Cocoa, a Condominium, adding Phase II has been executed by the Developer on this 10,000 day of January, 1988.

FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership

By: INTER-CAPTIAL DEVELOPMENT CORPORATION, a Florida Corporation, General Partner

By: ROBERT N. WILLERS, JR.

President

Condoce 70 . Monfore By: Anti-Lelling

ROBERT W. WILLERE, JR. Individually and as General Partner

Page 2 of 3 Pages

WITNESS:

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FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership, having its principal offices at 1901-6 Highway Ala, Indian Harbour Beach, Florida, and hereinafter referred to as Developer, hereby amends the Declaration of Condominium of Forest Lakes of Cocoa, a Condominium, Phase I, recorded at Official Records Book 2775, Page 0593, Public Records of Brevard County, Florida and as amended at Official Records Book 2855, Page 0818, Public Records of Brevard County, Florida as follows:

- 1. <u>Submission of Property</u> Developer, who is the owner in fee simple of the land described below, the buildings and all other improvements constructed therewith, hereinafter collectively referred to as the Property, hereby declares certain covenants, restrictions, limitations, conditions and uses applicable to said property and hereby submits the property known as Forest Lakes of Cocoa, a Condominium, Phase II, described in Exhibit A, Sheet 5, attached hereto, and made a part hereof, to the provisions of Chapter 718 of the Florida Statutes with the intent to create an additional eighty (80) condominium units and the common elements as represented on Exhibit A attached hereto and to create covenants running with the land and binding Developer and its successors and assigns forever.
- 2. <u>Incorporation by Reference</u> The Declaration of Condominium of Forest Lakes of Cocoa, a Condominum, Phase I, made the 13th day of February, 1987, and recorded at O. R. Book 2775, Page 0593, of the Public Records of Brevard County, Florida and amended at Official Records Book 2855, Page 0818, are hereby incorporated by reference except as amended herein.

Page 1 of 3 Pages

RETURN TO & PREPARED BY:
ROBERT T. BURGER, ESQ.
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INDIAN HARBOUR BCH., FOFF3:1959-

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EXHIBIT B (Cont.)

AND LESS:

A parcel of land lying in the Northwest & of Section 15, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of the South right of way line of State Road 520 and the West line of the Northeast % of the Northwest % of said Section 35; thence run Nor'10'37'N along said West line for 500.00 feet; thence run Nor'10'37'N along said West line for 500.00 feet; thence run Nor'41'26'E for 233.65 feet to the Point of Beginning of the following described parcel; thence continue Nor'41'26'E for 802.24 feet to a point on the Westerly right of way line of Tucker Lane, said point also lying on the arc of a circular curve concave to the Northeast having a radius of 756.20 feet, the center of said curve bears N67'35'48'E from said point; thence run Southeasterly along the arc of said curve through a central angle of 35'04'17" for 462.88 feet to a point on the East line of the Northwest tof said Section 35; thence run N80'81'32'W lor 1063.03 feet; thence run N44'49'23'W for 46.81 feet; thence run N89'51'32'E for 794.99 feet to the Point of Beginning.

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PAGE

EXHIBIT B

The East ¼ of the Hest ¼ of Section 35, Township 24 South, Range 35 East, Brevard County, Florida lying 5W of the Frontage Road to I-95 and the SW4 of the SE4

LESS AND EXCEPT THEREFROM:

Right of Way of S. R. 520 on the North:

AND LESS:

Beginning at the intersection of the Southerly line of S.R. 520 and the Westerly line of said East ¼ of the West ¼ of Section 35; thence along said right of way North 89°45'30" East 591.12 feet; thence South 00°14'30" East 10.00 feet; thence North 89°45'30" East 185.19 feet to the point of beginning, thence continue North 89°45'30" East 200.00 feet to the Westerly line of said access road; thence along said Westerly line South 00°14'30" East 190.00 feet; thence South 89°45'30" West 200.00 feet; thence North 00°14'30" West 190.00 feet to the point of beginning.

Beginning at the intersection of the South line of S.R. 520 and the Westerly line of the Bast 4 of the NW %; thence along said Westerly line South 00°01'03' West 500.00 feet; thence North 89°31'32' East 1031.95 feet to the Nesterly line of the access road from S.R. 520; thence along the access road on a curve concave to the Northeast on a radius of 756.20 feet through a Delta Angle of 22°04'08" a distance of 291.27 feet; thence North 00°14'30" West 7.71 feet; thence South 89°45'30" West 200 feet; thence North 00°14'30" West 10°0.00 feet; thence South 89°45'30" West 185.19 feet, parallel to and 10 feet Southerly of the South line of S.R. 520; thence North 00°14'30" West 10.00 feet; thence South 89°45'30" West 10.00 feet; thence South 89°45'30" West 10°14'30" Wes

AND LESS:

Commence at the Intersection of the South right of way line of State Road 520 and the West line of the East ¼ of the NW ¼ of Section 35, Township 24 South, Range 35 East; thence South 00'10'37" West, along said West line, a distance of 500.00 feet to the Point of Beginning; thence continue South 00'10'37" West, along said West line, a distance of 1557.59 feet; thence South 89'49'23" East 333.64 feet; thence North 00'10'37" East 664.58 feet; thence North 44'49'23" Mest 141.42 feet; thence North 00'10'37" East 795.00 feet; thence South 89'41'26" West 233.65 feet to the Point of Beginning.

AND LESS:

AND LESS:

A parcel of land lying in the Northwest \(\) of Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows: Commence at the intersection of the South right of way line of State Road 520 and the West line of the the Northwest \(\) of said Section 35; thence run 8 0°10'37'N along said West line for 500.00 feet; thence run 80°41'26" E for 231.65 feet to the Point of Beginning of the following described parcel: N89°41'26" E for 292.24 feet to a point on the Westerly right of way line of Tucker Lane, said point also lying on the arc of a circular curve concave to the Northeast having a radius of 756.20 feet, the center of said curve bears N67'35'48" E from said point; thence run Southeasterly along the arc of said curve through a central angle of 35'04'17" for 462.88 feet to a point on the East line of 35'04'17" for 462.88 feet to a point on the East line of 180'.75 feet; thence run N9°18'12"N for 1063.03 feet; thence run N89°13'2"N for 1063.03 feet; thence run N89°13'2"N for 1063.03 feet; thence run N89°31'32"N for 1063.0

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Aparcel of land lying in the Northwest ¼ of Section 35. Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows: Commence at the intersection of the South right of way line of State Road 520 and the West line of the Northeast ¼ of said Section 35 and run SO*10'37" w along said West line a distance of 500.00 feet; thence N98'41'26"E along the South line of land described in Official Records Book 2681, Page 2915 of the Public Records of Brevard County, Florida, for a distance of 1031.95 feet to a point on the Westerly right of way line of Tucker Lane (80' R/H), said point also lying on the arc of a circular curve concave to the Northeast with a radial bearing of N67'35'49"E and having a radius of 756.20 feet; thence run Southeasterly along the arc of said curve through a central angle of 35'04'19" for a distance of 462.88 feet to the East line of the Northwest ¼ of said Section 35; thence SO'08'28" walong said East line a distance of 485.75 feet to the Point of Beginning; thence continue SO'08'
28" Walong said East line a distance of 685.75 feet to the Point of Beginning; thence N0'08'28"E a distance of 485.00 feet; thence N0'08'28"E a distance of 681.32"Walong said East line a distance of 682.85 thence SO'08' feet to the South line of land described in Official Records Book 2672, Page. 2213 of the Public Records of Breward County, Florida; thence S09'51'32"E along said South line a distance of 485.00 feet to the Point of Deginning.

SKET TO ACCOMPANY LEGAL DESCRIPTION

LEGAL DESCRIPTION - BY SURVEYOR:

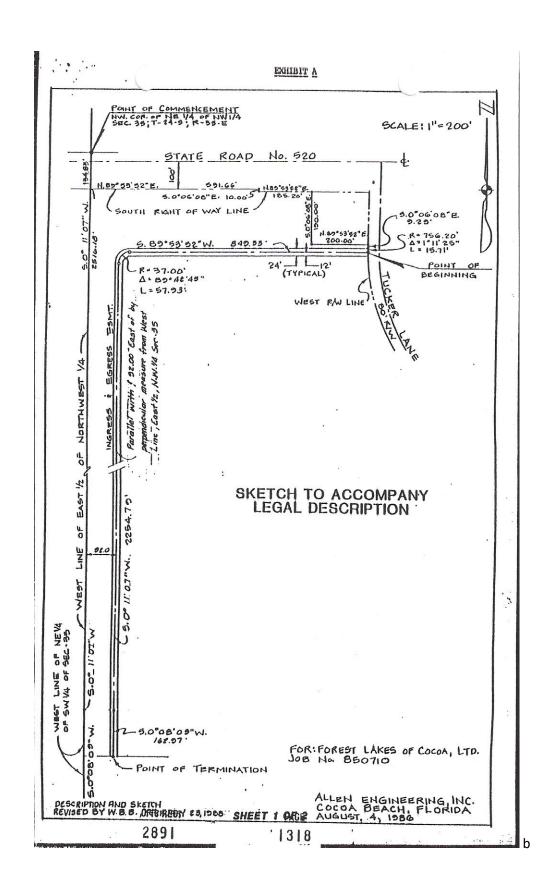
LEGAL DESCRIPTION - BY SURVEYOR:

An Ingress and egress easement lying in the West ¼ of Section 35, Township 24 South, range 35 East, Brevard County, Florida, being more particularly described as follows: Commence at the Northwest corner of the Northeast ¼ of the Northwest ¼ of Section 35 and run S00°11'07"W along the West line of said Northeast ¼ of Section 35 for 134.83 feet to the South right of way line of State Road No. 520; thence N89°53'52"E along said right of way line for 591.66 feet; ;thence S00°06'08"E along said right of way line for 591.66 feet; ;thence S00°06'08"E along said right of way line for 10.00 feet; thence N89°53'52"E parallel with said South right of way line for 200.00 feet; thence N89°53'52"E parallel with said South right of way line for 200.00 feet to a point lying on the Westerly right of way line of Tucker Lano, an 80 foot wide right of way; thence \$00°06'08"E along said right of way line for 9.29 feet to the point of curvature of a circular curve to the left having a radius of 756.20 feet; thence Southerly along the arc of said curve through a central angle of 01°11'25" for 15.71 feet to the POINT OF BEGINNING of the centerline of a 24.00 feet wide easement lying 12.00 feet on both sides of the following described centerline; thence to the POINT OF BEGINNING of the centerline of a 24.00 feet wide easement lying 12.00 feet on both sides of the following described centerline; thence \$89°53'52"W along said centerline for 049.33 feet to a point of curvature of a circular curve concave to the left having a radius of 37.00 feet; thence Southwesterly along the arc of said curve through a central angle of 89°42'45" for 57.93 feet to the point of tangency of said curve; thence \$00°11'07"W parallel with and 92.00 Easterly of by perpendicular measurement from the West line of the East ½ of said Northwest ½ of Section 35 for 2,254.79 feet; thence \$00°08'09"W parallel with and 92.00 Easterly of by perpendicular measurement from the West line of the Northeast ½ of the Southwest ½ of said Section 35 for 162.97 feet to the POINT OF TERMINATION of said centerline. It is intended for the sidelines of the above described centerline to be extended intended for the sidelines of the above described centerline to be extended or shortened to meet at the West Right of Way line of Tucker Lane and angle points.

SURVEYOR'S NOTES:

- 1. The bearings shown are based on the Florida Department of Transportation's measurement of the North line of the Northwest Quarter of Section 35-24-35 with a bearing of N89°44'52"E.
- 2. This sketch is for description purposes only. This is not a boundary survey.

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1.		
2.		
3.		SHEET 2 OF 2
Date: 2-23 -86	Order No: 850FRDREC For Ex	duolvo Uno Ol: FORESE LAKES OF COCOA, LTD.
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This Non-exclusive Easement hereby granted, the benefits hereby granted, and the restrictions hereby imposed shall be easements, covenants and restrictions running with the land and shall inure to the benefit and be binding upon Forest Lakes of Cocoa Condominium Association, Inc., the Owners of units in Forest Lakes of Cocoa, a Condominium, Forest Lakes of Cocoa, Ltd., and J. Lester Dabbs, as Trustee, their successors and assigns, including, but without limitation, all subsequent fee simple owners of the easement parcel and the real property described in Exhibit "B" and all persons claiming under them.

IN WITNESS WHEREOF, FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC. has executed this Non-exclusive Easement on the

lay land year fixet above written.

WITNESS TO HE

Attes North Bobenh

FOREST LAKES OF COCOA CONDOMINION ASSOCIATION, INC.

ROBERT T. BURGER, president

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROBERT T. BURGER, and MARTHA BABCOCK, the President and Secretary respectively, of FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of March, 1988.

My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires September 27, 1990 Bonded thru Agent's Notary & Surety Brokerage

THIS INSTRUMENT PREPARED BY:

Sinte

S. J. Aleri

ROBERT T. BURGER, ESQUIRE 1901-6 Highway AlA Indian Harbour Beach, FL 32937

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made this _____ day of March, 1988, by FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a non-profit Plorida corporation, (hereinafter referred to as the "Grantor") as the Condominium Association in control of the property in Exhibit "A" attached hereto (hereinafter "Easement Parcel") for the benefit of FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership, and J. Lester Dabbs, Jr., as Trustee, as the Owner and Hortgagee respectively of the real property described in Exhibit "B" attached hereto.

WITNESSETH:

WHEREAS, FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC. is the condominium association that has the authority to grant an easement if the easement constitutes part of or crosses the common elements of FOREST LAKES OF COCOA, A CONDOMINIUM; and

WHEREAS, FOREST LAKES OF COCOA, LTD., is the Owner of the real property described in Exhibit "B" attached hereto; and

WHEREAS, J. Lester Dabbs, Jr., as Trustee, holds a mortgage encumbering the property described in Exhibit "B" attached hereto.

NOW, THEREFORE, the Grantor, in consideration of the sum of TEN (\$10.00) DOLLARS paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantees, its successors and assigns, a Non-exclusive Easement for Ingress, Egress (including, but not limited to, pedestrian and vehicular ingress and egress) and the installation, maintenance, repair, and replacement of any and all utilities, including, but not limited to, water, sewer, storm drainage, electric, telephone and cable television over the easement parcel, described in Exhibit A attached hereto, to benefit the real property described in Exhibit "B" attached hereto.

This Non-exclusive Easement shall be binding upon the parties hereto, their respective successors and assigns.

This Non-exclusive Easement shall be made and construed in accordance with the laws of the State of Florida.

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To have and hold all and singular the premises, together with the appurtenances, to Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this QUITCLAIM DEED the day and year first above written.

Miller - lish lend Mores F. Diais LESTER DABBS, JR. as

STATE OF FLORICA

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I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared J. LESTER DABBS, JR., as Trustee, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this χ_{iij} day of M_{MSS} , 1988.

My Commission Expires:

THOMAS F, DIORIO
HITOMAS F, DIORIO

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THIS INSTRUMENT PREPARED BY:

ROBERT T. BURGER, ESQUIRE 1901 Highway A1A, Suite 3A Indian Harbour Beach, FL 32937

Page 2 of 2 Pages

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DUITCLAIM DEED TERMINATING EASEMENT

QUITCLAIM DEED made this 29TH day of MAKCH , 1988, by J. LESTER DABBS, JR., as Trustee, Grantor, to FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership, whose address is1901 Highway Ala, Suite 3A, Indian Harbour Beach, Florida 32937 Grantee, its successors and assigns.

Grantor is the holder of that certain Mortgage Deed and Security Agreement from FOREST LAKES OF COCOA, LTD., to J. LESTER DABBS, JR., as Trustee, dated August 28, 1987, and recorded in Official Records Book 2835, Page 2308, Public Records of Brevard County, Florida which encumbers the following described real property situated in Brevard County, Florida:

See Exhibit A attached hereto and made a part

That certain Non-exclusive Ingress, Egress and Utilities Easement recorded in Official Records Book 2672, Page 2219, Public Records of Brevard County, Florida is an appurtenance to the above described real property. Said Easement is described as follows:

See Exhibit B attached hereto and made a part

Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has remised, released, and quitclaimed and by these presents does remise, release and quitclaim to Grantee, its successors and assigns forever, all the right, title, interest, estate, claim and demand both at law and in equity of Grantor of, in and to the above described easement, it being the intention of the parties to terminate such easement.

Page 1 of 2 Pages

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FOODILL NARBONE BLACK,

QUITCLAIN DEED TERMINATING BASEMENT

QUITCLAIM DEED made this 3/1 day of MAY, 1988, by J. LESTER DABBS, Individually and as Trustee, Grantor, to FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership, whose address is 1901 Highway AlA, Suite 3A, Indian Harbour Reach, Florida 32937 Grantee, its successors and assigns.

Grantor is the holder of that certain non-exclusive road and and utility easement recorded in Official Records Book 1696, Page 0293, Public Records of Brevard County, Florida. Said Easement is described in the Warranty Deed attached hereto as Exhibit A.

Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has remised, released, and quitclaimed and by these presents does remise, release and quitclaim to Grantee, its successors and assigns forever, all the right, title, interest, estate, claim and demand both at law and in equity of Grantor of, in and to the above described easement, it being the intention of the parties to terminate such easement.

To have and hold all and singular the premises, together with the appurtenances, to Grantee, its successors and assigns forever.

PAGE 0576

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IN WITNESS WHEREOF, Grantor has executed this QUITCLAIM DEED the day and year first above written.

Earl Can Shutty

LESTER DABBS, Individualisend as Trustee

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COUNTY OF drange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared J. LESTER

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RECORD ALL HET THE BY

Robert T. Burger, Esq. 1901-6 Highway AlA Indian Harbour Beach, FL 32937 B PCS 3 OF REAL PROPERTY OF THE POPULATION OF TH SER. CHG. \$ ___ Brevard Co. Florida

AMENDMENT TO RESULT AND REGULATIONS OF REFUND \$ -FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC. a nonprofit corporation, hereby amends its Rules and Regulations as tollows: ORB 2775 Page 0593.

Rulė 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). 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 regulations which require the existence of significant facilities and services 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 intent by the owner or Association to provide housing 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 the forty-five (45) year age limit.

E. Mobile Homes Permitted. Only double-wide mobile homes that are one [1] year old or less are permitted to be placed in Porest Lakes of Cocoa, a Condominium, Phase II and subsequent phases, except that a double-wide mobile home more than one (1) year old may be permitted to be placed in the park if approved by the Developer in writing prior to placement. All mobile homes must have aluminum or vinyl type lap siding and asphalt or fiberglass

Rule 2 - Site Purchase, Lease, Rent, or Gratuitous Use.

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 \$30 square inches.

Rule 4 - Set up:

A. Tie Downs: Tie downs and skirting by methods approved by the Bard 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 type 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.

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Rule 9 - Pets:

A. <u>License Requirements</u>: Each pet must be licensed and inoculated in accordance with applicable laws and rules.

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- B. 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.
- C. Loose Pets: Any pet running loose in the park is a nuisance and may be impounded at the owner's expense.
- D. 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.
- B. 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.
- P. <u>Disturbances</u>: 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.
- G. 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. within two weeks.
- Pets kept in an aquarium, such as fish, are H. Exclusion: Pets kep excluded from these rules.

RULE 11 - Site Maintenance:

- H. Clothes Lines: No outside hanging of clothes, rugs or bedding:
- (1) On Sunday
 (2) On any site except for removable, umbrella type clothes
 lines. The lines are not permitted to be located in the lake
 front set back area. Lines must be closed (folded) when not in
 use and must be removed and stored in an out of sight place when
 the resident leaves the unit for a period of one week or longer.

Rule 19 - Vehicle Control:

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L. Commercial Signs: Only signs approved by the Board may be displayed on resident's vehicles in the park.

Rule 21 - Additions and Alterations:

- B. Materials: All additions and accessories must be of a painted aluminum metal, anodized aluminum, plastic, glass or vinyl type 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. 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 as measured from the rear (lake front) lot line. Docks shall contain a surface area of no more than ninety (90) square feet in the area beyond the rear (lake front) lot line. For safety, a dock may have the same open type

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wooden railing (no more than three (3) feet high) construction as

G. Sea Wall: Construction of a sea wall is permissible at a height of twelve (12) 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 shore line. Any deviation shall require the written approval of the Board of Directors.

Except as amended herein, the original Rules and Regulations shall1 remain in full force and effect.

FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION,

Attests

Secretary

WITNESS

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Robert T. Burger , President of Forest Lakes of Cocos Condominium Association, INc., to me known to be the person(states) described in and who executed the foregoing Instrument and acknowledged before me that he executed the same.

witness my hand and official seal in the County and last aforesaid this at day of land, 1989.

My Commission Expires:

HOTARY PUBLIC

BY COMMISSION STATE OF FLORICAL BY COMMISSION STATE OF 26,1595 BULDED FIRST CRAREAL 195. 410.

STATE OF OHIO

COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARTHA BABCOCK, Secretary of Forest Lakes of Cocoa Condominium Association, Inc., to me known to be the person(s) described in and who executed the foregoing Instrument and she acknowledged before me that she executed the same.

WITNESS my hand in the county and State last aforesaid this the same.

My Commission Expired Commission Expired County and State County

My Commission Expi

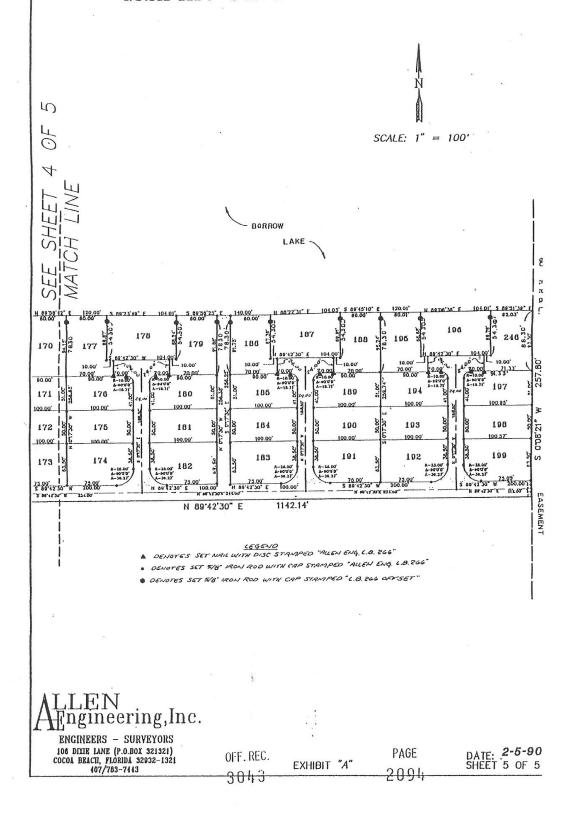
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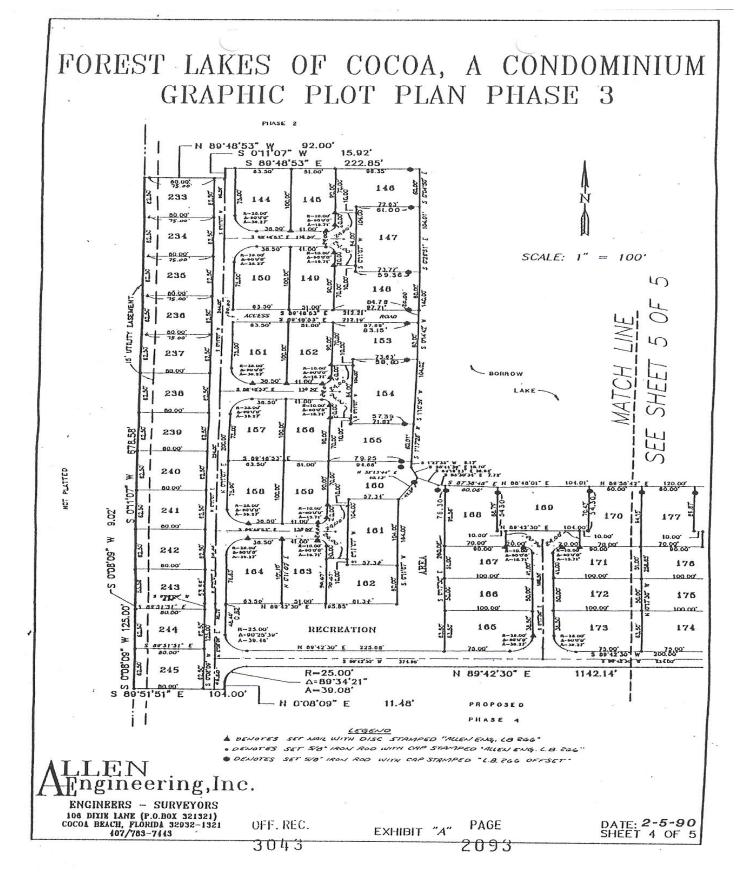
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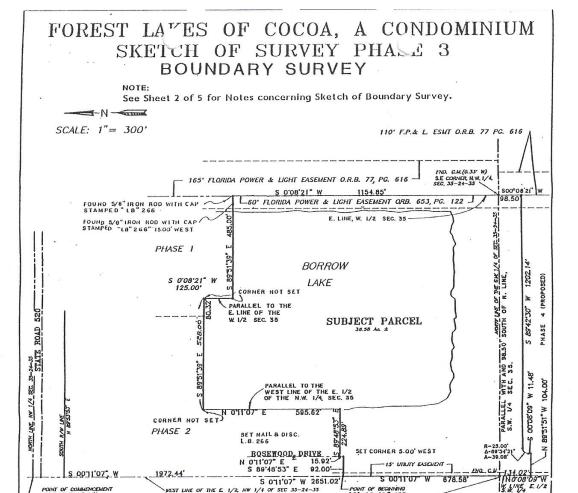
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LIDILLE KANDRAC, Notary Puche STATE OF OHIO (Lake County) My Commission Expires Nov. 17, 1992

FOREST LAKES OF COCOA, A CONDOMINIUM GRAPHIC PLOT PLAN PHASE 3







LEGAL DESCRIPTION - PHASE III:

NW CORNER NE 1/4 NW 1/4, SEC, 35-24-35

A parcel of land lying in Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows: Commence at the Northwest corner of the Northeast % of the Northwest % of said Section 35 and run S00°11'07"W along the West line of the East ½ of the Northwest ¼ of said Section 35, a distance of 1,972.44 feet to the POINT OF BEGINNING of the following described parcel; thence S89°48'53"E 92.00 feet to a point on the centerline of Rosewood Drive; thence N00°11'07"E along said centerline for 15.92 feet; thence S89°48'53"E for 224.89 feet; thence run N00°11'07"E, parallel to the West line of the East ½, Northwest ½ of Section 35 for 595.62 feet; thence run S89°51'39"E for 528.00 feet; thence S00°08'21"W parallel with the East line of the West ½ of said Section 35 for 125.00 feet; thence S89°51'39"E for 485.00 feet to a point on said East line of the West 1/2 of said Section 35; thence run S00°08'21"W along said East line for 1,154.85 feet to the Southeast corner of said Northwest & of said Section 35; thence continue along said East line of the West ½ of Section 35 for 98.50 feet; thence S89°42'30"W, parallel with and 98.50 feet South of the North line of the Southwest 1/4 of said Section 35 for 1,202.14 feet to a point of curvature of a circular curve concave Southeasterly, having a radius of 25.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 89°34'21", a distance of 39.08 feet to a point of tangency of said curve; thence S00°08'09"W for 11.48 feet; thence N89°51'51"W for 104.00 feet to the point on the West line of the East ½ of the Southwest ¼ of Section 35; thence N00°08'09"E along said line for 134.02 feet to the Northwest corner of said East 1/2 of the Southwest 1/4 of Section 35; thence N00°11'07"E along said West line of the East % of the Northwest % of Section 35 for 678.58 feet to the POINT OF BEGINNING. Said parcel contains 36.58 acres, more or less.

LEN Engineering, Inc. ENGINEERS - SURVEYORS 106 DIXIE LANE (P.O.BOX 321321) COCOA BEACH, FLORIDA 32932-1321 407/783-7443

EXHIBIT "A" GEE REC

PAGE

POINT OF BECHNING

NOT PLATTED

DATE: **2-5-90** SHEET 3 OF 5

S.W. LINE E. 1/E

N.W. CORNER OF THE E 1/2, S.W. V4 OF SEC 33-24-35

3043

FOREST LAYES OF COCOA, A CONDOMINIUM PHASE

SURVEYOR'S NOTES **CONCERNING BOUNDARY SURVEY ON SHEET 3 OF 5:**

- The bearings shown are based on an assumed bearing of S00°11'07"W for the West line of the East 4, Northwest 4 of Section 35-24-35.
- 2. There may be additional easements, restrictions and/or rights of ways of record not shown on sketch.
- 3. = Denotes 5/8" fron Rod with Cap Stamped "Allen Engineering, Inc., L.B. 266," set · unless noted otherwise.
- 4. Legal description by surveyor.
- 5. There may be improvements on site not shown on this survey.

SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN:

- 1. The graphic plot plan shown on Sheets 4 and 5 was prepared from an As-Built Survey
- 2. Forest Lakes of Cocoa, a Condominium, Phase 3 contains 70 units.
- 3. The units contain a minimum area of 5,000 square feet and a maximum area of 7,613
- 4. All areas and improvements, exclusive of the units, are common elements of the condominium, as set forth in the declaration.
- 5. A 5.0 foot easement exists along the sides of all units for the installation and maintenance of public utilities.
- 6. A 10.00 foot wide easement exists along the front of all units for the installation and maintenance of public utilities.

ABBREVIATIONS:

Fnd. C.M. = Found Concrete Monument = Right of Way R/W North N = Section South O.R.B./PG. = Official Records Book & Page West W = Easement Esmt. East E = Florida Power & Light F.P. & L. = Iron Rod I.R.

CERTIFICATION:

I hereby certify the Sketch of Boundary Survey shown on Sheet 3, was prepared under my direction, in accordance with the "Minimum Technical Standards" for Land Surveying in the State of Florida, described in CH. 21HH-6 F.A.C., pursuant to CH. 472.027, F.S.

ALLEN ENGINEERING, INC.

ROBERT M, SALMON

PROFESSIONAL LAND SURVEYOR STATE OF FLORIDA, NO. 4262

with Surveyor's Seal

Not valid unless embossed

Engineering, Inc. ENGINEERS - SURVEYORS 106 DIXIE LANE (P.O.BOX 321321) COCOL BEACH, PLORIDA 32932-1321 407/783-7443

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DATE: 2-5-90 SHEET 2 OF 5

3043

SURVEYOR'S CERTIFICATE

FOR

FOREST LAKES OF COCOA, A CONDOMINIUM PHASE THREE

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED "ROBERT M. SALMON", BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A", TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING FOREST LAKES OF COCOA, A CONDOMINIUM, PHASE THREE IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMOM ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 5TH DAY OF FEBRUARY, 1990 A.D.

ALLEN ENGINEERING.

ROBERT M. SAL PROFESSIONAL LAND'S

STATE OF FLORIDA, NO. 4

SWORN TO AND SUBSCRIBED BEFORE ME AS TO "ROBERT M. SALMON," THIS 5TH DAY OF FEBRUARY, 1990 A.D.

HOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES AUGUST 23, 1993

ALLEN ENGINÉERING, INC. 106 DIXIE LANE

COCOA BEACH, FLORIDA

EXHIBIT "A"

SHEET 1 OF 5

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CONSENT AND JOINDER OF MORTGAGE TO AMENDMENT TO DECLARATION OF CONDOMINIUM

FIRST FLORIDA BANK, N.A., the owner and holder of a mortgage encumbering the land described in Exhibit A, Sheet 3, attached to the Amendment to Declaration of Condominium of Forest Lakes of Cocoa, a Condominium, adding Phase III, according to the Amendment to Declaration thereof to which this Joinder is attached, hereby consents to and joins in the said Amendment to Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described in Exhibit A, Sheet 3, attached to the Amendment to Declaration of Forest Lakes of Cocoa, a Condominium, Adding Phase III, shall be upon all of the condominium parcels of Forest Lakes of Cocoa, a Condominium, Phase III, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by FIRST FLORIDA BANK, N.A. or the priority of the lien created hereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Amendment to Declaration of Condominium of Forest Lakes of Cocoa, a Condominium, Addition Phase III as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with Florida Statute 718.104 (3).

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EXE	CUTED this 2 day	y of Februar	y, 1990.		
**** Off	icial Records Book	2775, Page	0593.	STRUTTURE C	140
Witnesse	s: / *		FIRST FLO	RIDA BANK N	701
Mu	a filden	Ву:	Senjor VA	ce President	
Steep	double.	Attest:	Muchael	Whileley	180.13
1///			Vice P	resident	Contract of the Contract of th

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing Joinder of Mortgagee of Declaration of Condominium was acknowledged before me this 12 day of February, 1990, by Larry Roselle , the Vice President, and , and Michael Welch , Vice-President, of FIRST FLORIDA BANK, N.A., on behalf of said corporation.

My Commission Expires:

LORI A. BALDWIN

Notary Public, State of Florida

My Commission Expires March 16, 1983

Bonded Thru Trey Fain Insurance, Inc.

THIS INSTRUMENT PREPARED BY:

Robert T. Burger, Esq. 1901-6 Highway AlA Indian Harbour Beach, FL 32937

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STATE OF FLORID.

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROBERT N. WILLEKE, JR., Individually and as General Partner and as President of Inter-Capital Development Corporation, a Florida Corporation, the sole general partners of Forest Lakes of Cocoa, Ltd., a Florida Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12^{11} day of February, 1990.

Larace a Dichery

Notary Public

NOTARY PUBLIC, STATE OF FLORIDA..
MY COMMISSION EXPIRES: APRIL 24, 1993.
BOILDED THRU NOTARY PUBLIC UNDERWRITERS.

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

Robert T. Burger, Esq. 1901-6 Highway A1A Indian Harbour Beach, FL 32937

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Page 3 of 3 Pages

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- 3. Percentage or Proportion of the Ownership Interest With completion of Phase III, all units of Phases I, II and III of the Condominium have an undivided one/two hundred forty-sixth (1/246) share in the land and other common elements and in the common surplus that are appurtenant to each unit, and each unit owner shall be liable for a one/two hundred forty-sixth (1/246) share of the common expenses.
- 4. Certificate of Surveyor The construction of the condominium is substantially completed. Attached to this Amendment is a Certificate of a Surveyor authorized to practice in the State of Florida stating that the construction of the improvements shown and described on the attached Exhibit "A" are substantially complete. However, the material described and shown on the attached Exhibit "A" together with the provisions of the Declaration of Condominium establishing Forest Lakes of Cocoa, a Condominium, Phase III is an accurate representation of the location and dimensions of the improvements, and that the identification, locations and dimensions of the common elements and of each unit can be determined from these materials.

IN WITNESS WHEREOF, this Amendment to Declaration of Condominium of Forest Lakes of Cocoa, a Condominium, adding Phase III has been executed by the Developer on this 12^{14} day of February, 1990.

FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership

By: INTER-CAPTIAL DEVELOPMENT CORPORATION, a Florida

By:

ROBERT N. WILLEKE,

1103

ROBERT N. WILLEKE, J.

Individually and as General Partner

Page 2 of 3 Pages

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FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership, having its principal offices at 1901-6 Highway A1A, Indian Harbour Beach, Florida, and hereinafter referred to as Developer, hereby amends the Declaration of Condominium of Forest Lakes of Cocoa, a Condominium, Phases I and II, recorded at Official Records Book 2775, Page 0593, amended at O. R. Book 2855, Page 0818, amended at O. R. Book 2875, Page 2969, and amended at O. R. Book 2996, Page 4333, Public Records of Brevard County, Florida as follows:

1. Submission of Property - Developer, who is the owner in fee simple of the land described below, and the improvements constructed therewith, hereinafter collectively referred to as the "Property", hereby declares certain covenants, restrictions, limitations, conditions and uses applicable to said property and hereby submits the property known as Forest Lakes of Cocoa, a Condominium, Phase III, described in Exhibit A, Sheet 3, attached hereto, and made a part hereof, to the provisions of Chapter 718 of the Florida Statutes with the intent to create an additional seventy (70) condominium units and the common elements as represented on Exhibit A attached hereto and to create covenants running with the land and binding Developer and its successors and assigns forever.

2. Incorporation by Reference - The Declaration of Condominium of Forest Lakes of Cocoa, a Condominium, Phases I and II, recorded at Official Records Book 2775, Page 0593, amended at O. R. Book 2855, Page 0818, amended at O. R. Book 2875, Page 2969, and amended at O. R. Book 2996, Page 4333, Public Records of Brevard County, Florida are hereby incorporated by reference except as amended herein.

Page 1 of 3 Pages

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Keturn-Robert Burger 1901 AIA cladian Honbor 7 Cch 3,7937

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	EASEMENT	Date 05-17	1990
JOB No. 2464-2-210	Prepared by : DONNA ROTHE		. –
UNSUITABLE FOR RICROFILM	P.O. Box 1190 C Rockledge F1. 32	11	: :
The undersigned, in consideration of tion, the adequacy and receipt of uhilight Company, its licensees, agents, tion, operation and maintenance of ourses, poles, psys, cables, conduits with the right to reconstruct, improvements such facilities or any of their	ich is hereby actnowledged, successors, and assigns, a rerhead and underground ele and appurtenant equipment) b, add to malarme, channe t	grant and give to Florida P a easement forever for the con ctric utility facilities (inc to be installed from time to be voltage, as well as, the size	over & struc- luding tioe; of and
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logether with the right to perait any facilities hereunder and lay cable and communications purposes; the right of to clear the land and keep it clear easement area; to trim and cut and it trees or limbs outside of the easement systems of communications or power traest extent the undersigned has the pothe land heretofore described, over, a joining or through said property.	conduit within the easence ingress and egress to said d of all trees, undergrout eep trioned and cut all t area which might interf ramissission or distribution; wer to grant, if at all,	nt and to operate the same in precises at all times; the hand other obstructions with dead, weak, leaving or dang ere with or fall upon the lin and further greats, to the the rights herelasbove grants	right right perces or full on
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Signed, sealed and delivered in the presence of:	Ä	0,111	
Uliginia / Kli	<u>d 11: 1</u>	President	
Hour Burkey	Altest:	Secretary (Corp. Seal)	
STATE OF FLORIDA	AND COUNTY OF_	BREVALO	
The foregoing instrument was acknowledged be	fore se this 24"	day of	90.
DY ROBERT A WALLER JO		COURT T. BUNGER	
	ident and	Secretary of Fonest LAG	(£\$
CE CCCA.	Note:	poration, on behalf of said corpor	ration.
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RULES AND REGULATIONS OF POREST LAKES OF COCOR CONDONINIUM RESOCIATION, INC.

FOREST LAKES OF COCOA CONDONINIUM ASSOCIATION, INC., a non-profit corporation, hereby spends its Rules and Regulations as recorded in Official Records Book 2275, Page 0593, and amended at Official Records Book 3001 page 0542 Public Records of Brevard County, Florida as follows:

RULE 6 - Location on Site: Repealed

NULE 10 - Landscaping: Plantings in set-back areas must be approved by the Board if trees or plants involved would normally exceed thirty-six inches in height at maturity.

RULE 19 - Vehicle Control

Forest Lakes of Curon Condoniessoc, Inc. 113 Ruse wood Dr. Cocco, Et. 32926

Mark Control

- A. Identification: Each motor vehicle, water craft, and trailer must bear identification prescribed by the Board.
- 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) on one-way streets and fifteen (15) miles per hour on twoway streets.

RULE 21 - Additions and Alterations;

- 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 as measured from the rear (lake front) lot line. A dock shall contain a surface area of no—more than ninety (90) square feet in the area beyond the rear (lake Gront) lot line. No dock or deck shall be constructed without the prior written approval of the Board. For safety, a dock may have the same open type wooden railing (no more than three (3) feet high) construction as the deck.
- F. (2) Decks: (This rule applies only to structures in the ten (10) foot lakeside set-back srea.) Owners of lakefront units are permitted to construct a wooden 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 II) and no more than one 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 nor pad exists) and must not extend beyond the rear lake lot line. Ito is recommended that the deck be terraced (built in a multi-level.

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Page 45

lot line. The materials for the construction of the deck must be pressure treated wood and be maintained in a natural color. Dack 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, wooden construction. Railing enclosures such that a three (3) inches hall 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.

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

APPLICATION	RETENTION 1bs/cu ft	USES
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	80	The second section of the section of the second section of the sectio

RULE 22 - Lake: C. Diversion of Water : Repealed

Except as amended herein, the Rules and Regulations shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Rules and Regulations of the Forest Lakes of Cocoa Condominium Association, Inc. has been executed by the President and Secretary of Forest Lakes of Cocoa Condominium Association, Inc. on this ______ day of _______, 1990.

(Corporate Seal)

and the section of the Property of the section of t

FOREST LAKES OF COCOA CONDONINIUM ASSOCIATION, INC.

Attest: lather Stallings

By: Med bas lorch

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Meric Casdorel to me known to be the President of Forest Lakes Condominium Association, Inc., in and who executed the foregoing and acknowledged to me that he executed

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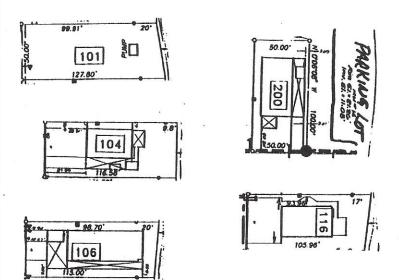
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(SEAL)		
STATE OF FLORIDA	ži	
COUNTY OF BREVARD		auta " i l'
BEFORE ME, an officer duly au and in the County aforesaid perso	nally appeared Colly 510	111773
to me known to be the Cocoa Condominium Association, I	ne Secretary of Forest Lake nc., in and who executed	the
Cocoa Condominium Association, I foregoing and acknowledged to me the swears that all statements contained	hat executed the same ed therein are true and corr	ect.
WITNESS my hand and official		
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THIS INSTRUMENT PREPARED BY:		
ROBERT T. BURGER, ESQ. 1901-6 Highway Ala		
Indian Harbour Beach, FL 32397	(5)	
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The following homes can only be remedied by creating exemptions to the set-back rules for them. Most of these homes were placed early in the development and are only out a short distance.

Lot 101 - O'Niell - 24 Inches Lot 104 - Mays former house - 12 Inches Lot 106 - Stallings - Not set square - 7.5 Inches at corner Lot 116 - Duvall - 18 - 42 Inches Lot 200 - Womack - 48 Inches toward parking lot.



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to me that Ke executed the same an	d swears that all statements	
contained therein are true and correct	t.	-
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	Harre a. Busky	
		5
	MOTARY PUBLIC	
My Commission Expires:	X:	:
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COUNTY OF BREVARD		
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and in the County aforesaid personal		
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Cocoa Condominium Association, Inc.		
foregoing and acknowledged to me that	Bhe executed the same and	
swears that all statements contained t	therein are true and correct.	
WITNESS my hand and official sea	1 this day of	
October , 199	Section of the sectio	
<u> </u>		
	Harre a. Busky	
	HOTARY PUBLIC	
My Commission Expires:		-:
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AMENDARY TO RULES AND REGULATIONS OF FOREST LAKES OF COCOA CONDONINUM ASSOCIATION, INC.

FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, hereby amends its Rules and Regulations as recorded in Official Records Book 2275, Page 0593, and amended at Official Records Book 3001, page 0542, Public Records of Brevard County, Florida as follows: County, Florida as follows:

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 (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 twenty (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, barbecue grills, clothes line fixtures, that is higher than three feet above ground level shall be placed or extend into or be permitted to remain in an area between the rear lot line of lake front sites and a perpendicular setback of ten feet (10') therefrom. therefrom.

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

Units 101,131,106,116 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.

Except as amended herein, the Rules and Regulations shall remain in full force and effect.

FOREST LAKES OF COCOA CONDONINIUM ASSOCIATION, INC.

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STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared & Mode Candon ____to me known to be the same

person described in and who executed the foregoing and acknowledged

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FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a nonprofit corporation, hereby amends its Rules and Regulations as recorded in Official Records Book 2275, Page 0593, and amended at Official Records Book 3001, Page 0542 and Book 3091, Page 0327, Public Records of Brevard County, Florida as follows:

Rule 1 - Park Use and Occupancy:

F. Park Facilities: Use of recreational areas, facilities and buildings is restricted to residents and their invited guests. Invited guests must be accompanied by a member of the host family or bear identification as prescribed by the Board.

Rule 11 - Site Maintenance:

D. Fences: Fences or hedges on any site are prohibited with the exception of association-installed condominium perimeter security fences which are permissible.

Rule 19 - Vehicle Control:

D. Parking:

- (1) RVs which are not used as a single site residence, trailers, motor homes, trucks, watercraft must bear identification as prescribed by the Board, comust not be parked in guest parking spaces or on the resident's site, except as set forth below. 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. Watercraft may be stored in the lakefront setback area of unit owner's site while the residence of is being occupied.
- (2) Short term parking of RVs (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 pickup trucks, as will fit on their paved driveway without extending beyond their property line onto the street.
- (3) No overnight parking on lawns is permitted. Neither residents nor their guests may park any vehicle on other 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.
- J. Motorcycles, Motorscootens, and Other Motorized Vehicles: Abusive or careless use of motorcycles, motorscooters, mini-bikes, mopeds, golf carts, in the park is prohibited. Adults may operate any such vehicle in the park. Children under age sixteen (16) may not operate any such vehicle unless they have a valid drivers license.



K. Bicycles: Safe bicycle riding is permitted. Bicycle riding on sidewalks and game areas is prohibited.

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 age 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 10:00 P.M.
 - (11) Showers must be taken before entering the pool.
 - (12) Pool capacity: Twenty-two (22) persons.

Rule 26 - Rule Violations:

- A. 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 manager, the alleged violator fails to abide by the applicable provision of the Declaration, The Association By-Laws, or the Rules and Regulations of the Association, the Board may take the following action:
- 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

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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 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 of 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.

Except as amended herein, the Rules and Regulations shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Rules and Regulations of the Forest Lakes of Cocoa Condominium Association, Inc. has been executed by the President and Secretary of Forest Lakes of Cocoa Condominium Association, Inc. on this 157 day of APRIL , 1991.

Corporate Seal)

FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

William Stallings

Progident

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared H. H. BERRY to me known to be the President of Forest Lakes Condominium Association, Inc., in and who executed the foregoing and acknowledged to me that HE executed

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ntained therein are true
s 15T day of APRIL
s 15T day of APRIL NOTARY PUBLIC
NOTARY PUBLIC
in the State aforesaid peared <u>CATHELINE STAMMAGE</u> tary of Forest Lakes of and who executed the executed the same and ein are true and correct.
is 1st day of APRIL Ratel a. Buckley NOTARY PUBLIC
NOTARY PUBLIC

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TRUST FUND \$ 3.50 BREVARD CO. FL. DOC ST . EXCISE TAX -RECORDED

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FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, IRON CHARACTER AND COrporation, hereby amends its Declaration of Condominium, BANGULANS, and Rules and Regulations as recorded in Official Records Book 2275, Page 0593, and amended at Official Records Book 3001, Pages 0542, 0543 and 0544; Book 3091, Pages 0327, 0328 and 0329; Book 3092, Pages 1333, 1334 and 1335; and Book 3117, Pages 3435, 3436, 3437 and 3438, Public Records of Brevard County,

DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A CONDOMINIUM

9.3 Contracts for Products and Services; in writing; bids; exceptions.

(A) All contracts as further described herein or any contract that is not to be fully performed within one (1) year from the making thereof. for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purpose under this chapter, and all contracts for the provision of services, shall be in writing. Where a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association on behalf of any condominium operated by the Association in the aggregate exceeding \$1,000, the Association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid.

- (a) Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorneys and accountants services shall not be subject to the provisions of this section.
- Nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency.
- This section shall not apply if the business entity (c) with which the Association desires to enter into a contract source of supply within the county serving the Association.
- Nothing contained herein shall excuse a party contracting to provide maintenance or management services from compliance with F.S. 718.3025.

BY-LAWS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 3. Voting

The owner(s) of each condominium Unit shall be entitled to one (1) vote for each condominium Unit owned. If a condominium Unit owner owns more than one (1) Unit he shall be entitled to one vote for each Unit owned. The vote of a condominium Unit shall not be divisible.

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- (B) A majority of the Unit owners' total votes shall decide any question, except the election of members of the Board, unless the By-Laws or Declaration of Condominium provides otherwise, in which event the voting percentage required in the By-Laws or the Declaration of Condominium shall control.
- Section 4. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Unit owners' total votes shall constitute a quorum. The term "majority" of the Unit owners' total votes shall mean Unit owners holding 51% of the votes. There shall be no quorum requirements or minimum number of votes necessary for the election of members of the Board of Directors.
- Section 5. Proxies Votes may be cast in person or by proxy or mailed ballots (A) provided by the Blection Committee, except as restricted in Section 7 (B) of this Article. All proxies and return envelopes containing ballots shall be in writing and signed by the person entitled to vote (as set forth in Section 6 of this Article), and shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly and if they have not designated one of them as a Voting Member, a proxy or ballot mailing envelope must be signed by all owners of record where a third person is designated. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit owner executing it by filing a written Notice of Revocation with the Secretary prior to the meeting in which the proxy is to be used.
- (B) Except as specifically otherwise provided in this Section, after January 1, 1992, Unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Florida Division of Land Sales, Condominiums, and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with subparagraph (f) 2 of F.S. 718.112; for votes taken to waive financial statement requirements as provided by F.S. 718.111(14); for otes taken to amend the declaration pursuant to F.S. 718.110; for votes taken to amend the articles of incorporation or By-Laws pursuant to F.S. 718.112; and for any other matter for which this chapter requires or permits a vote of the Unit owners. After January 1, 1992, no proxy, limited or general, shall be used in the election of board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this Section, Unit owners may vote in person at Unit owners' meetings.

Section 7. Election Procedures for Electing Members to the Board of Directors.

(A) At the annual organizational meeting of the Board, or reasonably soon thereafter, the Board shall appoint an Election Committee to conduct the election(s) of Board members, balloting for document changes and all other matters requiring Unit owners' vote.

After January 1, 1992, the Board of Directors shall be elected by written ballots or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than sixty (60) days before a scheduled election. the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly newsletters, to each Unit owner entitled to vote, a first notice of the date of the election. Any Unit owner or eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Not less than thirty (30) days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all Unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. Voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots shall comply with rules adopted by the Florida Division of Land Sales, Condominiums, and Mobile Homes. Elections shall be decided by a plurality of those votes cast. Plurality means the number of votes that a candidate obtains over the next highest candidate. This must be at least one (1) vote. In the case of a tie, the winner will be determined by the flip of a coin, as in a State election. Candidates receiving the largest number of votes will fill positions in descending order of length of term. There shall be no quorum requirement or minimum number of votes necessary for election of members of the Board of Directors. No Unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit owner who needs assistance in casting the ballot for the reasons stated in F.S. 101.051, may obtain assistance in casting the ballot. Any Unit owner violating this provision may be fined by the Association in accordance with F.S. 718.303. The regular election shall occur on the date of the annual meeting.

(C) The list of qualified voters shall be closed sixty (60) days in

advance of the election.

(D) All voting for the election of members of the Board of Directors is to be done by secret ballot. Unit owners shall have ballots hand delivered or mailed to them at their address of record at least thirty (30) days prior to an election or voting for any matter in which a Unit owners' vote is required. Ballot packets shall consist of:

- (a) Resumes of the candidates if submitted, and/or copy of other matters to be voted on.
- (b) Voting instructions.
- (c) Ballot for election of Board members.
- (d) Ballot and/or proxy for other issues.
- (e) Blank, sealable envelope for secret balloting.
- (f) Addressed, specially marked envelope for the return of the ballot.
- (g) Outside mailing envelope, addressed to Unit Owner.

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- (E) Completed, sealed ballots may be hand delivered or mailed to the Secretary of the Board of Directors of Forest Lakes of Cocoa Condo Association, at 113 Rosewood Drive, Cocoa, FL 32926, in the specially marked, signed envelope and are not to be opened until the scheduled Unit owners' meeting. Ballots will be accepted and kept in a sealed ballot box until the Unit owners' meeting is called to order.
- (F) Signed return envelopes with enclosed ballots shall be verified against Unit owners list, opened, and ballots counted at a designated Unit owners' meeting by the Election Committee. Opening of ballots shall be done in such a manner that the identity of voting members will remain secret. The signed return envelopes shall be destroyed after the sealed ballot envelope is removed.
- (G) Voting for Condominium document changes, capital improvements, and/or other matters requiring Unit owners' votes shall be done in a manner consistent with the provisions of this Section, except that proxies are permitted as provided in Section 5 of this Article.

RULES AND REGULATIONS

Rule 1 - Park Use and Occupancy:

A. Eligible Residents: 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. At least eighty (80) percent 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 regulations which require the existence of significant facilities and services 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 intent by the owner or Association to provide housing 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 the forty-five (45) year age limit.

Rule 10 - REPEALED

Rule 21 - Additions and Alterations:

- A. Alteration of Site: No alterations or additions may be made on a site which are prohibited by applicable laws, ordinances, rules and regulations or the Declaration of Condominium.
- 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 in Phase I. 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 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.

Rule 27 - Unit Owner Participation In Board Meetings, Committee Meetings and Unit Owner Meetings

To conform with the requirements of F.S. 718 Section 112, 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 Owners'. 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:
- (a) 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.
- (b) Each speaker shall be limited to three (3) minutes for his/her comments on items under consideration.
- (c) 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.
- (d) A Unit owner shall not be permitted to speak more than twice on the same motion or matter.
- (e) 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.

Except as amended herein, the Declaration of Condominium, By-Laws, and Rules and Regulations shall remain in full force and effect.

IN WITHESS WHEREOF, these Amendments to the Declaration of Condominium, By-Laws, and Rules and Regulations of the Forest Lakes of Cocoa Condominium Association, Inc. have been executed by the President and Secretary of Forest Lakes Condominium Association, Inc. on this a day of 1992.

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Acceptance Seal)

FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

By: Dolars Lumling
President

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared to me known to be the President of Forest Lakes Condominium Association, Inc., in and who executed the foregoing and acknowledged to me that SMC executed the same and swears that all statements contained therein are true and correct.

WITNESS my hand and official seal this <u>23rd</u> day of <u>MARCH</u>.
1992.

Haraco Ce. Buckey.

its ion Expires:

MY COMMISSION EXPIRES: APRIL 24, 1993.

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid personally appeared CATMECINE STALLIGES to me known to be the Secretary of Forest Lakes Condominium Association, Inc., in and who executed the foregoing and acknowledged to me that STE executed the same and swears that all statements contained therein are true and correct.

WITNESS my hand and official seal this 23^{rd} day of Make H, 1992.

Harria Buckey

My Commission Expires:

MY COMMISSION EXP. 23: APRIL 24, 1993.

TRUMENT PREPARED BY:

NOTIFICATION TO THE PROPERTY Place

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central angle of 89'34'21", a distance of 39.08 feet to a point of tangency of said curve; thence South 00'08'09" Mest for 11.48 feet; thence North 89'51'51" Mest for 104.00 feet to the point on the West line of the East 1/2 of the Southwest 1/4 of Section 35; thence North 00'08'09" East along said line for 134.02 feet to the Northwest corner of said East 1/2 of the Southwest 1/4 of Section 35; thence North 00'11'07" East along said West line of the East 1/2 of the Northwest 1/4 of Section 35 for 678.58 feet to the Point of Beginning.

AND LESS.

All that portion of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 24 South, Range 35 East, Brevard County, Florida, lying North of Pluckebaum Road.

Together with a non-exclusive easement for utilities, pedestrian and vehicular traffic, and ingress and egress as described in the Declaration of Condominium of Forest Lakes of Cocca, a Condominium, recorded at Official Records Book 2775, Page 0593 of the Public Records of Brevard County, Florida

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central angle of 89'34'21", a distance of 39.08 feet to a point of tangency of said curve; thence Bouth 60'08'09" Mest for 11.48 feet; thence Morth 89'51'51" Mest for 104.00 feat to the point on the Mest line of the East 1/2 of the Bouthwest 1/4 of Section 35; thence North 60'08'09" East along said line for 134.02 feet to the Northwest corner of said East 1/2 of the Southwest 1/4 of Section 35; thence North 60'11'07" East along said West line of the East 1/2 of the Northwest 1/4 of Section 35 for 678.58 feet to the Point of Beginning.

AND LESS:

. . . .

All that portion of the Southwest 1/4 of the Southeast 1/4 of Section 35. Township 24 South, Range 35 East. Brevard County, Florida, lying North of Pluckebaum Road.

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AND LESS:

A parcel of land lying in the Northwest 1/4 of Section 35. Township 26 South, Range 35 East, Bravard County, Florida, being more particularly described as follows:

Commence at the intersection of the South right of way line of State Road 520 and the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence run South 6'10'37" West along said West line for 500.00 feet; thence run North 89'41'26" East for 233.65 feet to the Point of Beginning of the following described parcel; thence continus North 89'41'26" East for 802.24 feet to a point on the Westerly right of way line of Tucker Lane, said point also lying on the arc of a circular curve concave to the Northeast having a radius of 756.20 feet, the center of said curve bears North 67'35'48" East from said point; thence run Southeasterly along the arc of said curve through a central angle of 35'04'17" for 462.88 feet to a point on the East line of the Northwest 1/4 of said Section 35; thence run South 9'08'28" Nest along said East line for 485.75 feet; thence run North 89'51'32" Nest for 1063.03 feet, thence run North 44'49'23" Nest for 46.81 feet; thence run North 9'10'37" East for 794.99 feet to the Point of Beginning.

AND LESS.

A parcel of land lying in Section 35, Township 24 South, Range 35 East, Brevard County, Florida being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 35 and run South 00'11'07" Hast along the West 1/4 of the East 1/2 of the Northwest 1/4 of said Section 35, a distance of 1972.44 feet to the Point of Beginning of the following described parcel; thence South 89'48'53" East 92.00 feet to a point on the centerline of Rosewood Drive; thence North 00'11'07" East along said centerline for 15.92 feet; thence South 89'48'53" East for 224.89 feet; thence run North 00'11'07" East parallel to the West line of the East 1/2 of Northwest 1/4 of Section 35 for 595.62 feet; thence run South 89'51'39" East for 608.33 feet; thence South 89'51'39" East for 608.33 feet; thence South 60'08'21" West parallel with the East line of the West 1/2 of said Section 35, for 125.00 feet; thence South 89'51'39" East for 608.33 feet; thence South 8

Page 63

South 89'41'26 West 233.65 feet to the Point of Beginning.

AND LESS

A parcel of land lying in the Northwest 1/4 of Section 35, Township 24 Bouth, Range 35 East, Brevard County, Florida, being more particularly described as follows: Commence at the intersection of the Bouth right of way line of State Road 520 and the West line of the Northwest 1/4 of the Northwest 1/4 of said Section 35; thence run Bouth 0'10'37" West along said West line for 500.00 feet; thence run North 89'41'26" East for 233.65 feet to the Point of Beginning of the following described parcel; North 89'41'26" East for 802.24 feet to a point on the Westerly right of way line of Tucker lane said point also lying on the arc of a circular curve concave to the Northeast having a radius of 756.20 feet, the center of said curve bears North 67'35'48" East from said point; thence run South-Easterly along the arc of said curve through a central angle of 35'04'17" for 462.88 feet to a point on the East line of the Northwest 1/4 of said Section 35; thence run South 0'08'28" Mest along said East line for 465.75 feet; thence run North 69'51'32" West for 1063.03 feet; thence run North 44'49'23" West for 46.81 feet; thence run North 6'10'37' East for 794.99 feet to the Point of Beginning.

AND LESS

A parcel of land lying in the Northwest 1/4 of Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows: Commence at the intersection of the South right of way line of State Road 520 and the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 35 and run South 0'10'37" Mest along said West line a distance of 500.00 feet; thence North 89'41'26" East along the South line of land described in OR Book 2681, Page 2915 of the Public Records of Brevard County, Florida for a distance of 1031.95 feet to a point on the Nesterly right of way line of Tucker Lane (80' R/M), said point also lying on the arc of a circular curve concave to the Northeast with a radial bearing of North 67'35'49" East and having a radius of 756.20 feet; thence run Southeasterly along the arc of said curve through a central angle of 35'04'19" for a distance of 462.68 feet to the East line of the Northwest 1/4 of said Section 35; thence South 0'08'28" Mest along said East line a distance of 485.75 feet to the Point of Beginning; thence continue South 0'08'28" Mest along said East line a distance of 25.00 feet; thence N 89'51'32" W a distance of 465.00 feet; thence N 89'51'32" W a distance of 465.00 feet; thence N 6'08'28 E a distance of 25.0 feet to the Bouth line of Brevard County, Florida; thence S 89'51'32" E along said South line a distance of 485.00 feet to the point of beginning.

EXHIBIT "A"

The East 1/2 of the West 1/2 of Section 35; Township 24 South, Range 35 East, Brevard County, Florida lying 8W of the Frontage Road to I-95 and the 8W 1/4 of the SE 1/4 of Section 35, Township 24 South, Range 35 East, Brevard County, Florida.

Less and Except therefrom:

Right of way of S.R. 520 on the North:

AND LESS

Beginning at the intersection of the Southerly line of S.R. 520 and the Westerly line of said East 1/2 of the West 1/2 of Section 35; thence along said right of way North 89'45'30" East 591.12 feet; thence South 00'14'30" East 10.00 feet; thence North 89'45'30" East 185.19 feet to the point of beginning, thence continue North 89'45'30" East 200.00 feet to the Westerly line of said access road; thence along said Westerly line South 00'14'30" East 190.00 feet; thence South 89'45'30" Mest 200.00 feet; thence North 00'14'30" West 190.00 feet to the point of beginning.

AND LESS.

Beginning at the intersection of the South line of S.R. 520 and the Mesterly line of the Bast 1/2 of the NW 1/4; thence along said Mesterly line South 00'01'03" West 500.00 feet; thence North 89'31'52" East 1031.95 feet to the Westerly line of the access road from S.R. 520; thence along the access road from S.R. 520; thence along the access road on a curve concave to the Northeast on a radius of 756.20 feet through a Delta Angle of 22'06'08" a distance of 291.27 feet; thence North 00'14'30" West 7.71 feet; thence South 89'45'30" West 200 feet; thence North 00'14'30" Hest 190.00 feet; thence South 89'45'30" Mest 185.19 feet, parallel to and 10 feet Southerly of the South line of S.R. 520; thence North 00'14'30" Mest 10.00 feet; thence South 89'45'30" Mest 591.12 feet to the Point of Beginning.

AND LESS.

Commence at the intersection of the South right of way line of State road 520 and the West line of the East 1/2 of the NM 1/4 of Section 35. Township 24 South, Range 35 East; thence South 00'10'37' West, along said West line, a distance of 500.00 feet to the point of beginning; thence continue South 00'10'37" West, along said West line, a distance of 1557.59 feet; thence South 89'49'23" East 333.64 feet; thence Worth 00'10'37' East 664.58 feet; thence Worth 44'49'23" West 161.42 feet; thence Worth 00'10'37" East 795.00 feet; thence

Return to: (enclose self-addressed stamped envelope)

AND CAD AND LOTAL TO:
ROBERT T. BURGER, ESQ. 363478 93 APR 15 PH 4: 13 1901-6 Highway AlA Indian Harbour Beach, FL 32937 Landy Country Clark Circuit Court
Recorded and Marillest Drovard Congry, FL
Frs. # Homes This instrument Prepared by: ROBERT T. BURGER, ESQ. 1901-6 Highway AlA # Fps. # Hinnes Of Trust Fund 3-50 Rec Fee 2500 Stemp-Pect 2, USD a Clise Tx Indian Harbour Beach Florida 32937 Stamp-Mig. Int Tx Service Chg Refund Property Appraisers Parcel Identification (Folio) Number(s): Grantee(s) S.S.#(s): - SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LIME FOR PROCESSING DATA This Warranty Deed Made and executed the 13th day of April A. D. 1993 by FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership a corporation existing under the laws of State of Florida , and having its principal place of business at 1901-6 Highway AlA, Indian Harbour Beach, Florida 32937 hereinalter called the grantor, to J. Lester Dabbs, Jr., as Trustee whose postoffice address is Post Office Box 307, Occee, Florida 34761 hereinafter called the grantee: (Wherever used herein the terms "granter" and "granter" include all the parties to this instrument and the heirs, legal representatives and amont of individuals, and the successors and axigns of corporations) Witnesseth: That the granter, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell. alien, remise, release, convey and confirm unto the grantee, all that certain land situate in County, Florida, viz: See Exhibit A attached hereto and made a part hereof. THIS INSTRUMENT CONFERS ON THE TRUSTEE THE POWER AND AUTHORITY TO PROTECT, CONSERVE, TO SELL, LEASE, TO ENCURBER, OR OTHERWISE TO HANAGE AND DISPOSE OF THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT. The above described real property is not the constitutional homestead of Robert N. Willeke, $\ensuremath{\mathrm{Jr}}.$ Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever. And the granter hereby covenants with said grantee that it is lawfully setzed of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the little to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes for the year 1993 and subject to cascments, restrictions and reservations of record. ICORPORATE SEAL In Wilness Whereof the granter has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereinto duly authorized, the day and year first above written. FOREST IAKES OF COCOA, LID., a Florida Limited Partnership (328 2 PG 0 7 8

BY: "INTER-CAPITAL DEVELOPMENT CORPORATION, Individually and as General Partner

STATE OF FLORIDA COUNTY OF BREV

COUNTY OF BREVARD

I HEREN CERTIFY that on this day, before me, an officer duly nonhorized in the State and County aforesaid to take acknowledgments, personally appeared.

ROBERT N. WILLEKE, JR.

respectively dependent and respectively dependent and a greater in the foregoing dard and that they severally acknowledged executing the same in the presence of two sufficiently defined to the published of the published of the published of the presence of two sufficients of the presence of two sufficients of the published of th

ROBERT N. WILLEKE, JR. is personally known to me.

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NOTART PUBLIC, STATE OF FLORIDA.
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Return to: + Prepared by 1993 CHANGES TO BE RECORDED

FOREST LAKES OF COCOA CONDO. ASSOC.

-> 113 ROSEWOD DR. AMENDMENTS TO
BY-LAWS OF
COCOA, FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

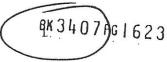
FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a nonprofit corporation, hereby amends its By-Laws as recorded in Official Records Book 2275, Page 0593, and amended at Official Records Book 3001, Pages 0542, 0543 and 0544; Book 3091, Pages 0327, 0328 and 0329; Book 3092, Pages 1333, 1334 and 1335; Book 3117, Pages 3435, 3436, 3437 and 3438; and Book 3188, Pages 4450, 4451, 4452, 4453, 4454 and 4455, Public Records of Brevard County, Florida as follows:

BY-LAWS
OF
OF
FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, Thust Fund 3.0D
ARTICLE II. MEMBERSHIP AND VOTING PROVISIONSStarmp-Deed
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Int Tx
Service Chg
Recorded and Verified Brevard County, File And Starmp-Manners
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Section 5. Proxies. Votes may be cast in person or by proxy or mailed ballots as (A) provided by the Election Committee, except as restricted in Section 7 (B) of this Article. All proxies and return envelopes containing ballots shall be in writing and signed by the person entitled to vote (as set forth in Section 6 of this Article), and shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly and if they have not designated one of them as a Voting Member, a proxy or ballot mailing envelope must be signed by all owners of record where a third person is designated. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit owner executing it by filing a written Notice of Revocation with the Secretary prior to the meeting in which the proxy is to be used.

(B) Except as specifically otherwise provided in this Section, after January 1, 1992, Unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Florida Division of Land Sales, Condominiums, and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with subparagraph (f) 2 of F.S. 718.112; for votes taken to waive financial statement requirements as provided by F.S. 718.111(14); for votes taken to amend the declaration pursuant to F.S. 718.110; for votes taken to amend the articles of incorporation or By-Laws pursuant to F.S. 718.112; and for any other matter for which this chapter, F.S. 718, requires or permits a vote of the Unit owners. After January 1, 1992, no proxy, limited or general, shall be used in the election of board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of Subsection 5(B), Unit owners may vote in person at Unit owners' meetings except as set forth in Subsection 7.

Section 7. Relation Procedures for Electing Members to the Board of Directors.



- (A) At the annual organizational meeting of the Board, or reasonably soon thereafter, the Board shall appoint an Election Committee to conduct the election(s) of Board members, balloting for document changes and all other matters requiring Unit owners' vote; provided, however, that neither the Election Committee nor any other committee shall have the authority to nominate candidates for election to the Board.
- After January 1, 1992, the Board of Directors shall be elected by written ballots or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit owner entitled to vote, a first notice of the date of the election. Any Unit owner or eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Association of their intent to run. At this meeting, the Board shall accept additional nominations. Any Unit owner or other eligible person may nominate himself or may nominate another Unit owner or eligible person, if he has permission in writing to nominate the other person. Not less than thirty (30) days before the election the Association shall then mail or deliver a second notice of the election to all Unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than eight-and-one-half (8-1/2) inches by eleven (11) inches which must be furnished by the candidate not less than thirty-five (35) days prior to the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The Association has no liability for the contents of the information sheets provided by the candidates. The Association shall establish voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots, shall comply with rules adopted by the Florida Division of Land Elections shall be decided by a Sales, Condominiums, and Mobile Homes. plurality of those votes cast, meaning that a respective directorship will be filled by the candidate receiving more votes than any other candidate for that position. In the case of a tie, the winner will be determined by the flip of a coin, as in a State election. Candidates receiving the largest number of votes will fill the respective directorships in descending order of length of term. There shall be no quorum requirement, however, at least twenty (20) percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit owner who needs assistance in casting the ballot for the reasons stated in F.S. 101.051, may obtain assistance in casting the ballot. Any Unit owner violating this provision may be fined by the Association in accordance with F.S. 718.303. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file a notice of intent to run or are nominated than vacancies exist on the Board.
 - (D) All voting for the election of members of the Board of Directors is to be done by secret ballot. Unit owners shall have ballots hand delivered or mailed to them at their address of record at least thirty (30) days prior to an election or voting for any matter in which a Unit owners vote is permitted. Ballot packets shall consist substantially of:

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- (a) Information sheets of the candidates, if submitted, and/or required notices of other matters to be voted on.
- (b) Voting instructions.
- (c) Ballot for election of Board members.
- (d) Ballot and/or proxy for other issues.
- (e) Blank, sealable envelope for secret balloting.
- (f) Addressed, specially marked envelope for the return of the ballot.
- (g) Outside mailing envelope, addressed to Unit owner.
- (E) Completed, sealed ballots may be hand delivered or mailed to the Secretary of the Board of Directors of Forest Lakes of Cocoa Condominium Association, Inc., at 113 Rosewood Drive, Cocoa, FL 32926, or at such other address as the Board may determine from time to time, in the specially marked, signed envelope and are not to be opened until the scheduled annual Unit owners' meeting. Ballots will be accepted and kept in a sealed ballot box until the annual Unit owners' meeting is called to order.
- (F) Signed return envelopes with enclosed ballots shall be verified against Unit owners list, opened, and ballots counted at a designated Unit owners' meeting by the Election Committee. Opening of ballots shall be done in such a manner that the identity of voting members will remain secret. The signed return envelopes shall be retained for one (1) year after the sealed ballot envelope is removed in order to verify an election question.

ARTICLE XVIII. UNIT OWNER PARTICIPATION IN BOARD MEETINGS, COMMITTEE MEETINGS AND UNIT OWNER MEETINGS

To conform with the requirements of F.S. 718 - 112, the Board shall:

- A. Conduct town meetings to inform Unit owners of proposed changes in policy, rules and regulations and amendments to condo documents.
- 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 owners', 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:
- (a) 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.

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- (b) Each speaker shall be limited to three (3) minutes for his/her comments on items under consideration.
- (c) 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.
- (d) A Unit owner shall not be permitted to speak more than twice on the same motion or matter.
- (e) All speakers will address business under only the consideration in a respectful and reasonable manner. Remarks about or to individuals will not be permitted.
- 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.

Except as amended herein, the By-Laws shall remain in full force and effect.

IN WITNESS WHEREOF, these Amendments to the By-Laws of the Forest Lakes Condominium Association, Inc. have been executed by the President and Secretary of Forest Lakes Condominium Association, Inc. on this ______ day of _____, 1994. (4)

porate Seal)

FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

Attest:

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, an officer duly authorized in the State aforesaid and in the aforesaid to take acknowledgments, personally appeared County aforesaid TERSONALLY to me known to be the President of Forest Lakes Condominium Association, Inc., in and who executed the foregoing and acknowledged to me that HE executed the same and swears that all statements witness my hand and official seal this 13 day of MAY.

ARE Factorise contained therein are true and correct.

1993.

December 1, 1997 BONDED THRU TROY FAIN INSURANCE, INC.

My Commision Expires:

(Seal)

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid personally appeared PERSONALLY to me known to be the Secretary of Forest Lakes Condominium Association, Inc., in and who executed the aforegoing and acknowledged to me that SHE executed the same and swears that all statements contained therein are true and correct.

WITNESS my hand and official seal this 13 day of MA 1993.

NOTARY PUBLIC ADAD

My Commision Expires:

THIS INSTRUMENT PREPARED BY:

GLENN TURNER 3904 Camphor Place Cocoa, FL 32926

ADA D. LANQUE
MY COMMISSION # CC333380 EXPIRES
December 1, 1997
BOHOED THRU TROY FAIN INSURANCE, INC.

BK3407,PG1,627

Forest Lakes of Cocoa, a condominium, has changed Rule 1A as follows. The change was accomplished in accordance with the requirements listed in our documents, specifically the Declaration of Condominium and the section of the By-Laws that directs how the rules may be amended.

STATE OF FLORIDA, I

, BREVARD COUNTY

Rules and Regulations

I A. <u>ELIGIBLE RESIDENTS</u>. At least eighty (80) percent 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 regulations which require the existence of significant facilities and services 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 intent by the owner or Association to provide housing 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.)

Thomas Berringer is known to me Personally Katherine a alley

NOTARY PUBLIC

KATHERINE A. ALLEY
My Comm Exp. 3/05/99
Bonded By Service Ins
No. CC443237

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Change to Declaration

Sale and Rental of Condominium Units. There are restrictions placed herein regarding an 12. 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.

Change to Rules & Regulations

Rule 1(A) 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-habitating 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.
- 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.

RECEIVED MAY 2 0 1996

Jurn to: This instrument prepared by: Helena Gutierrez Malchow. Esquire Paul L. Wean, P.A. 1305 East Robinson Street. Ste. C Orlando, Florida 32801



СFN 9607 1642 04-29-96 10:36 ОR Воок/Рудя: 35657 2065

Sandy Crawford

Clerk Of Courts, Brevard County

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Serv 0.00 Excise: 0.00 Int Tax: 0.00

CERTIFICATE OF APPROVAL OF AMENDMENTS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

The undersigned authorities hereby certify that the Association unit owner members have duly adopted the attached amendments to the Declaration of Condominium and Rules and Regulations as originally recorded in the Public Records of Brevard County at Official Record Book 2775, Page 0593 and Official Record Book 2775 Page 659, respectively.

The amendments were adopted by written consent of the members in accordance with the provisions of Sections 617.0701(4)(a) and 718.302, F.S.; Article 18.1 of the Declaration of Condominium and Article III, Section 6 of the Bylaws.

Witness our hands and seals this <u>Zu day</u> of <u>Adade</u> 1996.
ATTEST:
*ASSOCIATION" Forest Lakes of Cocoa Condominium Association Inc. By July January Reporter, Vice President Robert Lanoue, President
STATE OF FLORIDA: COUNTY OF BREVARD Before me, the undersigned authority, personally appeared Robert Lanoue and Ray-Potter, to me personally known to be the President and Vice-President, respectively, of Forest Lakes of Cocoa Condominium Association, Inc., or having produced
Witness my hand and official seal in the State and County last aforesaid, this 1996.
KATHERIN A. ALLEY (PRINT) Notary Public, State of Florida at/Large

My Commission Expires: 3/5/99

RECEIVED MAY 2 0 1996

My Comm Exp. 3/05/99
Bonded By Service Ins.
No. CC443237

Promote Course (] Outside D.

Sandy Crawford

Clerk Of Courts, Brevard County #Pgs: 2 #Names: 2

Prepared by & Return to:

Paul L. Wean, Esquire 1305 East Robinson St. Ste C Orlando, FL 32801 (407) 894-0040

Trust: 1.50 Rec: 9.00 Serv 0.00 Deed: 0.00 Excise: 0.00 Mtg: 0.00 nt Tax: 0.00



OR Book/Page: 3815 / 3966



CERTIFICATE OF APPROVAL OF PROPOSED AMENDMENT TO THE **BY-LAWS OF** FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Board of Directors determined that an amendment to the By-Laws is necessary to afford the Association flexibility into clarify the association's right to bid and acquire units when foreclosing on units for unpaid assessments.; and

WHEREAS, Article X(b) of the By-Laws provides that the By-Laws may be amended with the approval of the board and at least a majority of all members of the Association, and

WHEREAS, the Association approved, by the unanimous vote of the board and with the written consent without a meeting of at least a majority of all members of the association, a certain amendment to By-Laws attached hereto, and

IN WITNESS WHEREOF, the undersigned officers certify that the attached amendment was duly adopted in accordance with the recitations contained herein this 14 day of MAR 1998.

FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION

Secretary

STATE OF FLORIDA: COUNTY OF BREVARD:

BEFORE ME, the undersigned authority, personally appeared <u>Micheal M. Stalling</u> PRESIDENT, and <u>kean Fredbloom</u>SECRETARY, to me personally known and did take an oath, and acknowledged before me that they freely and voluntarily executed the same in such capacity, under authority vested in them.

WITNESS my hand and official seal in the State and County last aforesaid, this lost day

h, 1998.

NOTARY

PUBLIC

KATHERINE A. ALLEY My Comm Exp. 3/05/99 Bonded By Service Ins No. CC443237

commission expires:

Notary Public, State of Florida at Large

Printed Name: KATHERINE

PROPOSED AMENDMENT TO THE BY-LAWS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

Additions shown in **bold underlining**Deletions shown in strikeouts

ARTICLE IX. ACQUISITION OF UNITS

At any foreclosure sale of a Unit the Board of Directors may, with the authorization and approval by the affirmative vote of Voting Members casting not less than two-thirds (2/3) of the total votes of the Unit owners, wherein said matter is voted upon, acquire in the name of the Association or its designee, a condominium parcel being foreclosed. The term "foreclosure" as used in this section shall not mean and shall not include any foreclosure of any lien, including a lien for assessments for unpaid common expenses of the Association. The power of the Board of Directors to acquire a condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors, or of the Association, to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the Voting Members be obtained. In any proceeding to foreclose the Association's lien for unpaid assessments for common expenses, the Association shall have the unqualified right to purchase the unit(s) being foreclosed at the foreclosure sale, or to take a deed in lieu of foreclosure, and no approval of the members shall be necessary.

> DFN 98052281 DR Book/Page: 3815 / 3967

Prepared by:

Paul L. Wean PAUL L. WEAN, P.A. 1305 East Robinson Street, Ste. C Orlando, FL 32801

AMENDMENT TO DECLARATION OF CONDOMINIUM, ARTICLES, BY-LAWS, AND RULES AND REGULATIONS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, hereby amends its' Declaration of Condominium, Articles, By-Laws and Rules and Regulations as recorded in Official Records Book 2775, Page 0598, 0659 and amended at Official Records Book 3001, Page 0542.

DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A CONDOMINIUM

- 7.1 Description of Recreational and Other Commonly Used facilities
- (E) All security fences are common elements and are to be maintained with Forest Lakes of Cocoa Condominium Association, Inc. funds. The fences to the North and East are common elements, while the fence to the West is a limited common element.

RULES AND REGULATIONS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

RULE 1- PARK USE AND OCCUPANCY

E. MOBILE HOMES PERMITTED

(E) 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.

IN WITNESS WHEREOF, these amendments to the Declaration of Condominium, Articles, By-Laws and Rules and Regulations of the Forest Lakes of Cocoa Condominium Association, Inc. have been executed by the President and Secretary of Forest Lakes Condominium Association, Inc. on this <u>04</u> day of April 2005.



CFN 2005116348 04-05-2005 10:25 am OR Book/Page: 5446 / 6183

Scott Ellis

Clerk Of Courts, Brevard County
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Scott Ellis

Clerk Of Courts, Brevard Coun.

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05-10-2006 11:08 am

OR Book/Page: 5643 / 4264

Due to a clerical error, when the changes to rule 1E were filed on 2005 5446/6183, the unchanged portion of the rule was not included in the filing. This change is to ensure that the entire paragraph is still in effect and includes the unchanged and the changed portions of the rule.

AMENDMENT TO RULES AND REGULATIONS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC. Amended 2005 5446-6183

RULE 1 E. Mobile Home Permitted. Only double-wide mobile homes that are one [1] year old or less are permitted to be placed in Forest Lakes of Cocoa, a Condominium, Phase 11 and subsequent phases, except that a double-wide mobile home more than one (1) year old may be permitted to be placed in the park if approved by the Developer in writing prior to placement.

All homes must have aluminum or vinyl type lap siding. Asphalt and fiberglass shingles 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.

(Corporate Seal)

Secretary

Brian Belanger

Vice President

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, an officer duly authorized in the State aforesaid and in the County of aforesaid to take acknowledgments, personally appeared Brian Belanger to be known to be Vice President of Forest Lakes Condominium Association, Inc. in and who executed the foregoing and acknowledgment to me that he executed the same and swears that all statements contained therein are true and correct.

WITNESS my hand and official seal this 4th day of April 2005

Katherine Alley, Notary Public

Katherine a all

KATHERINE A. ALLEY MY COMMISSION # DD 187743 EXPIRES: March 5, 2007

FL Notary Discount Assoc. Co

AMENDMENT TO DECLARATION OF CONDOMINIUM, ARTICLES, BY LAWS, AND RULES AND REGULATIONS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, hereby amends its' Declaration of Condominium, Articles, Bylaws and Rules and Regulations as recorded in the Official Records Book 3001, Page 0542.

RULES AND REGULATIONS OF FOREST LAKES OF COCOA, A CONDOMINIUM.

RULE 1 B; 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 1 A.

IN WHITNESS WHEREOF, these amendments to the Declaration of Condominium, Articles, By- Laws and Rules and Regulations of the Forest Lakes of Cocoa Condominium Associations Inc. have been executed by the President and Secretary of Forest Lakes of Condominium Association, Inc on this 15th day of March, 2007

CFN 2007070643, OR BK 5759 Page 4414, Recorded 03/16/2007 at 10:15 AM, Scott Ellis, Clerk of Courts, Brevard County # Pgs:2

AMENDMENT TO DECLARATION OF CONDOMINIUM, ARTICLES, BY LAWS, AND RULES AND REGULATIONS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, hereby amends its' Declaration of Condominium, Articles, Bylaws and Rules and Regulations as recorded in the Official Records Book 2775, Page 0598.

DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A CONDOMINIUM.

7.1 Description of Recreational and Other Commonly Used Facilities.

Add the following new paragraph to the Declaration of Condominium of Forest Lakes of Cocoa

7.1.G RV Storage Area. The common grounds North of Rosewood Drive and South of SR 520 from the West property line to the parking lot are the designated as the RV Storage Area. Future boards may adjust the exact size and area enclosed by security fencing as circumstances dictate. No unit owner may have more that one designated space. Unit owners are responsible to keep their space mowed and cleaned. Boats and small trailers may also be stored in this area. Other uses will require Written Board Approval.

IN WHITNESS WHEREOF, these amendments to the Declaration of Condominium, Articles, By- Laws and Rules and Regulations of the Forest Lakes of Cocoa Condominium Associations Inc. have been executed by the President and Secretary of Forest Lakes of Condominium Association, Inc on this 15th day of March, 2007

CFN 2007070642, OR BK 5759 Page 4412, Recorded 03/16/2007 at 10:15 AM. Scott Ellis. Clerk of Courts, Brevard County #Pgs:2

Forest Lakes Of Cocos Condo Assa. 121 Rosewood Drive Cocod, Th. 32926

(OUER)

121 Rose wood Drive COWDIFE 32976

> AMENDMENT TO DECLARATION OF CONDOMINIUM, ARTICLES, BY LAWS, AND RULES AND REGULATIONS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

> FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, hereby amends its' Declaration of Condominium, Articles, Bylaws and Rules and Regulations as recorded in the Official Records Book 2775, Page 0598.

DECLARATION OF CONDOMINIUM OF FOREST LAKES OF COCOA, A CONDOMINIUM.

7.1 Description of Recreational and Other Commonly Used Facilities.

Add the following new paragraph to the Declaration of Condominium of Forest Lakes of Cocoa

7.1.G RV Storage Area. The common grounds North of Rosewood Drive and South of SR 520 and from the West property line proceeding 330' East are designated as the RV Storage Area. The Board of Directors may adjust the exact size and area within the boundaries noted herein and may enclose same by security and/or / privacy fencing as circumstances dictate. Further, the Board of Directors will promulgate guidelines for the administration and oversight of said storage area.

IN WHITNESS WHEREOF, these amendments to the Declaration of Condominium, Articles, By- Laws and Rules and Regulations of the Forest Lakes of Cocoa Condominium Associations Inc. have been executed by the President and Secretary of Forest Lakes of Condominium Association, Inc on this 15th day of March, 2007

(Corporate Seal)

Phyllis Holmes

Acting Secretary

Brian Bellanger President

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, an officer duly authorized in the State aforesaid and in the County of aforesaid to take acknowledgments, personally appeared Brian Belanger to me known to be the President of Forest Lake Condominium Association, Inc. and who executed the foregoing and acknowledgment to me that he executed the same and swears that all statements contained therein are true and correct.

WITNESS my hand and official seal this 21st day of March 2007.

STATE OF FLORIDA COUNTY OF BREVARD

PATRICIA L SERRINGER Notary Public - State of Florese 2 Commission Expires Feb 16, 2010 Commission # DO 519307 Bonded By National Notary Assn

ficia L. Berringer, Notáry Public

CFN 2007076436, OR BK 5761 Page 4579, Recorded 03/22/2007 at 02:00 PM, Scott Ellis, Clerk of Courts, Berward Courtly # Pgs:1

BEFORE ME, an officer duly authorized in the State aforesaid and in the County of aforesaid to take acknowledgments, personally appeared Phyllis Holmes to me known to be the Acting Secretary of Forest Lakes Condominium Association, Inc. and who executed the foregoing and acknowledgment to me that she executed the same and swears that all statements contained therein are true and correct.

WITNESS my hand and official seal this 21st day of March 2007

PATRICIA L BERRINGER Notary Public - State of Florida usion Expires Feb 16, 2010 Commission # DD 519307 Bonded By National Notary As

Shalle L. Borns good Patricia L. Berringer, Notary Public

CFN 2009044118, OR BK 5917 PAGE 7738, Recorded 03/10/2009 at 12:00 PM, Scott Ellis, Clerk of Courts, Brevard County #Pgs:1

Forest Lakes of Cocoa Condominium Association 113 Rosewood Drive Cocoa, Florida 32926

AMENDMENT TO BY-LAWS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

The following amendments are made to Article XVII of the BY-LAWS OF FOREST LAKES OF COCOA CONDOMINUM ASSOCIATION, INC., as amended 1990 and recorded in Official Records Book 3091, Page 0327, et. seq. of the Public Records of Brevard County, Florida

ARTICLE XVII. BY-LAWS, SECTION 2, RULES AND REGULATIONS

Rule 21.F.(1) Docks: Owners of lake front units are permitted to construct a dock provided said dock does not extend more than 15 feet into the lake as measured from the rear (lake front) lot line. A dock shall contain a surface area of no more than ninety (90) square feet in the area 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 shall be constructed without the prior written approval of the Board.

Rule 21.F.(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.

IN WITNESS WHEREOF, these amendments to the By-Laws, Section 2, Rules and Regulations, of the Forest Lakes of Cocca Condominium Association, Inc. have been executed by the President and Chairman of the Documents and Elections Committee on this 9th day of March, 2009.

(Corporate Seal)

Ahy Us Phyllis Holmes

Vice President and Chairperson

Of the Documents and Elections Committee

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, OFFICERS DULY AUTHORIZED IN THE State aforesaid and in the County of aforesaid to take acknowledgments, personally appeared Roy Fredbloom to me known to be the <u>President</u> and <u>Phyllis Holmes</u> known to me as <u>Vice President and Chairperson of the Documents and Elections Committee</u>, and who executed the foregoing and acknowledgement to me that <u>they</u> executed same and swear that all statements contained therein are true and correct.

WITNESS my hand and official seal this 10 day of March 2009.

JANET V. HARPING Harris,, Notary Public

President

MY COMMISSION # DD827038 EXPIRES September 29, 2012

07) 398-0153 FloridaNotaryService.com

CFN 2009044117, OR BK 5917 PAGE 7737, Recorded 03/10/2009 at 12:00 PM, Scott Ellis, Clerk of Courts, Brevard County

Pgs:1

Forest Lakes of Cocoa Condominium Association, Inc. 113 Rosewood Drive Cocoa, Florida 32926

AMENDMENT TO BY-LAWS OF FOREST LAKES OF COCOA CONDOMINUM ASSOCIATION, INC.

The following amendment is made to Article XVII of the BY-LAWS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., recorded in Official Records Book 2775, Page 0660, et seq. of the Public Records of Brevard County, Florida

ARTICLE XVII. BY-LAWS, SECTION 2, RULES AND REGULATIONS

Rule 9 – Pets: Unit owners may have only two customary household pets per condominium unit subject to the following rules hereinafter set forth.

IN WITNESS WHEREOF, this amendment to the By-Laws, Article XVII, Section 2, Rules and Regulations, of the Forest Lakes of Cocoa Condominium Association, Inc. has been executed by the President and Chairman of the Documents and Elections Committee on this 9th day of March, 2009.

(Corporate Seal)

Phyllis/Holmes

Vice President and Chairperson
Of the Documents and Elections Committee

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, OFFICERS DULY AUTHORIZED IN THE State aforesaid and in the County of aforesaid to take acknowledgments, personally appeared Roy Fredbloom to me known to be the President and Phyllis Holmes known to me as Vice President and Chairperson of the Documents and Elections Committee, and who executed the foregoing and acknowledgement to me that they executed same and swear that all statements contained therein are true and correct.

WITNESS my hand and official seal this 10 day of March 2009.

Janet Harris,, Notary Public

A

JANET V. HARRIS
MY COMMISSION # DD827038
EXPIRES September 29, 2012

(407) 398-0153

FloridaNotaryService.com

Fredbloom

CFN 2009044116, OR BK 5917 PAGE 7736, Recorded 03/10/2009 at 12:00 PM, Scott Ellis, Clerk of Courts, Brevard County

Forest Lakes of Cocoa Condominium Association, Inc. 113 Rosewood Drive Cocoa, Florida 32926

AMENDMENT TO BY-LAWS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

The following amendment is made to Article X of the BY-LAWS OF FOREST LAKES OF COCOA, INC., recorded in Official Records Book 2775, Page 0633, et. seq. of the Public Records of Brevard County, Florida

ARTICLE X. AMENDMENT TO THE BY-LAWS

Subject to the provisions of Article XVII hereof and any other provisions requiring prior written consent of the Developer for amendment, these By-Laws may be altered, amended or added to by the affirmative vote of a majority of the total Unit Owners of the Condominium, voting in person or by proxy at a duly called regular or special meeting of the Unit Owners of the Condominium, or by written approval, in any form, of a majority of the total Unit Owners of the Condominium.

IN WITNESS WHEREOF, this amendment to the Declaration of Condominium of the Forest Lakes of Cocoa Condominium Association, Inc. has been executed by the President and Chairman of the Documents and Elections Committee on this 9th day of March. 2009.

(Corporate Seal)

Phyllis/Holmes

Vice President and Chairperson

Of the Documents and Elections Committee

Roy Fredbyoom

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, OFFICERS DULY AUTHORIZED IN THE State aforesaid and in the County of aforesaid to take acknowledgments, personally appeared Roy Fredbloom to me known to be the President and Phyllis Holmes known to me as Vice President and Chairperson of the Documents and Elections Committee, and who executed the foregoing and acknowledgement to me that they executed same and swear that all statements contained therein are true and correct.

WITNESS my hand and official seal this 10 day of March 2009.

Janet Harris., Notary Public

A

JANET V. HARRIS
MY COMMISSION # DD827038

EXPIRES September 29, 2012

FloridaNotaryService.com

Fredklow

CFN 2009044115, OR BK 5917 PAGE 7735, Recorded 03/10/2009 at 12:00 PM, Scott Ellis, Clerk of Courts, Brevard County # Pgs:1

Forest Lakes of Cocoa Condominium Association, Inc. 113 Rosewood Drive Cocoa, Florida 32926

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

The following amendment is made to Article 18, Section 18.1 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

18. Amendment to Declaration

18.1 Subject to other provisions in this Declaration requiring the prior written consent of the Developer for amendment, this Declaration may be amended by the affirmative vote of a majority of the total Unit Owners of the Condominium, voting in person or by proxy at a duly called regular or special meeting of the Unit Owners of the Condominium, or by written approval, in any form, of a majority of the total Unit Owners of the Condominium. Subject to other provisions in this Declaration requiring the prior written consent of the Developer for amendment, no amendment may change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change any proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus unless the record Owners of liens on it approve the amendment. Any vote to amend the Declaration relating to a change in the percentage of ownership in the Common Elements or sharing of the expenses shall be conducted by secret ballot. An amendment of the Declaration is effective when properly recorded in the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, this amendment to the Declaration of Condominium of the Forest Lakes of Cocoa Condominium Association, Inc. has been executed by the President and Chairman of the Documents and Elections Committee on this 9th day of March, 2009.

(Corporate Seal)

Phyllis Holmes

Vice President and Chairperson

Of the Documents and Elections Committee

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, OFFICERS DULY AUTHORIZED IN THE State aforesaid and in the County of aforesaid to take acknowledgments, personally appeared Roy Fredbloom to me known to be the President and Phyllis Holmes known to me as Vice President and Chairperson of the Documents and Elections Committee, and who executed the foregoing and acknowledgement to me that they executed same and swear that all statements contained therein are true and correct.

WITNESS my hand and official seal this 10 day of March 2009.

Janet Harris,, Notary Public

Roy Fredbloom

(407) 398-0153

JANET V. HARRIS

MY COMMISSION # DD827038 EXPIRES September 29, 2012

FloridaNotaryService.com

Forest Lakes of Cocoa Condominium Association, Inc. 113 Rosewood Drive Cocoa, Florida 32926

CFN 2010044459, OR BK 6126 PAGE 2450, Recorded 03/10/2010 at 12:41 PM, Scott Ellis, Clerk of Courts, Brevard County # Pqs:1

AMENDMENT TO DECLARATION OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

The following amendment is made to Article 9 of the Declaration of Forest Lakes of Cocoa Condominium Association, Inc., recorded in Official Records Book 2775, Pages 0599 and 0600 respectively, et. seq. of the Public Records of Brevard County, Florida.

9. Maintenance, Alteration and Improvement

9.1 Common Elements

The maintenance and operations of the Common Elements shall be the responsibility of the Association and expense associated therewith shall be designated as Common Expense. After the completion of the improvements, including the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without prior authorization by the Board of Directors of the Association, and ratified by the affirmative vote of Unit Owners casting not less than a majority_ of the total votes of the members of the Association present at any regular or special meeting of the Unit Owners called for that purpose or by written agreement. The cost of the foregoing shall be assessed as Common Expenses.

There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved whether or not the Unit Owner contributes to the cost of such alteration or improvements. The cost of such work shall not be assessed against a bank, life insurance company, savings and loan association or other institutional first mortgages upon the Unit owned, unless such owner shall approve the alteration or improvements, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Further, this paragraph shall have no application to the right vested in the developer pursuant to the provision of paragraph 5 above.

IN WITHNESS WHEREOF, this amendment to the Declaration of the Forest Lakes of Cocoa Condominium Association, Inc. has been executed by the President/Chairperson of the Documents and Elections Committee and Vice President on this 9th Day of March , 2010.

Bob Lanoue

(Corporate Seal)

Phyllis Holmes

President/Chairperson Documents & Elections

Committee

STATE OF FLORIDA

BEFORE ME, OFFICERS DULY AUTHORIZED IN THE State aforesaid and in the County of aforesaid to take acknowledgements, personally appeared Phyllis Holmes known to be the President/Chairperson of the Documents and Book Lanoue known to me as Vice President, and who executed the foregoing and acknowledgement to me that they can be a vice president and a vice and swear that all statements contained there are true and correct.

WITNESS my hand and official seal this 9th day of March 2010

Janet V. Harris, Notary Public

CFN 2010044458, OR BK 6126 PAGE 2449, Recorded 03/10/2010 at 12:41 PM, Scott Ellis, Clerk of Courts, Brevard County #Pgs:1

Forest Lakes of Cocoa Condominium Association, Inc. 113 Rosewood Drive Cocoa, Florida 32916

CERTIFICATE OF AMENDMENT TO DECLARATION OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the undersigned, as President and Vice President of FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., pursuant to the Florida Statutes and the By-Laws of Forests Lakes of Cocoa Condominium Association, Inc., recorded in Official Records Book 2775, Pages 0599 and 0600 respectively, of the Public Records of Brevard County, Florida, as amended and supplemented hereby certify that the AMENDMENT TO DECLARATION OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., Paragraph 9.1, Common Elements, which amendment is attached hereto and by reference made a part hereof was duly adopted by the unanimous vote of the Board of Directors and with the written consent without a meeting of at least a majority of the total members of the Association.

IN WITNESS WHEREOF, the undersigned officers certify that the attached amendment was duly adopted in accordance with the recitations contained herein this ______ day of March, 2010.

Forest-Lakes of Cocoa Condominium Association, Inc.

Phyllis Holmes, President

Signed, sealed and delivered in the presence of:

Witness

Witness

State of Florida

County of Brevard

The foregoing was acknowledged before me this day of Man 2010 by

President and San Vice President, of Forest Lakes of Cocoa Condominium Association, Inc., to me personally known and did take an oath, and acknowledged before me that they freely and voluntarily executed the same in such capacity,

WITNESS my hand and official seal in the State of Florida, County of Brevard, this

0-day of <u>March</u> 2010.

under authority vested in them.

Janet V. Harris

Notary Public, State of Florida

(407) 398-0153

JANET V. HARRIS
MY COMMISSION # DD827038

EXPIRES September 29, 2012

Florida Notary Service.com

Forest Lakes of Cocoa Condominium Association, Inc. 113 Rosewood Drive Cocoa, Florida 32926

CFN 2010044457, OR BK 6126 PAGE 2448, Recorded 03/10/2010 at 12:41 PM, Scott Ellis, Clerk of Courts, Brevard County # Pas:1

AMENDMENT TO BY-LAWS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

The following amendments are made to Article IV of the By-Laws of Forest Lakes of Cocoa Condominium Association, Inc., recorded in Official Records Book 2775, Pages 0635 and 0636 respectively, et. seq. of the Public Records of Brevard County, Florida-

ARTICLE IV. DIRECTORS

Section 1. The Board of Directors shall consist of nine (9) members. Effective January 1, 2011 all nine (9) directors shall be elected, four (4) for terms of one (1) year and five (5) for two (2) year terms. Thereafter, at each annual meeting the directorships of those whose terms have expired shall be elected from the voting members. Each member of the Board of Directors shall be either the owner of a condominium unit or an owner of an interest therein.

Section 4. Vacancies on Directorate. Any vacancy occurring on the Board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a Board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements of By-Laws Article II, Section 7. A board member appointed or elected under this section shall fill the vacancy for the unexpired term of the seat being filled. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

IN WITHNESS WHEREOF, this amendment to the By-Laws of the Forest Lakes of Cocoa Condominium Association, Inc. has been executed by the President/Chairperson of the Documents and Elections Committee and Vice President on this 9th Day of March , 2010.

(Corporate Seal)

Phyllis Holmes

President/Chairperson Documents & Elections

and the

elias or

Committee

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, OFFICERS DULY AUTHORIZED IN THE State aforesaid and in the County of aforesaid to take acknowledgements, personally appeared Phyllis Holmes known to be the President/Chairperson of the Documents and Elections Committee and Bob Lanoue known to me as Vice President, and who executed the foregoing and acknowledgement to me that True and correct.

WITNESS my hand and official seal this 9th day of March 2010

Janet V. Harris, Notary Public

A

Bob Lanoue

Vice-President

JANET V. HARRIS
MY COMMISSION # DD827038
EXPIRES September 29, 2012

(407) 398-0153

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CFN 2010044456, OR BK 6126 PAGE 2447. Recorded 03/10/2010 at 12:41 PM, Scott Ellis, Clerk of Courts, Brevard County # Pgs:1

Forest Lakes of Cocoa Condominium Association, Inc. 113 Rosewood Drive Cocoa, Florida 32916

CERTIFICATE OF AMENDMENT TO BY-LAWS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the undersigned, as President and Vice President of FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., pursuant to the Florida Statutes and the By-Laws of Forests Lakes of Cocoa Condominium Association, Inc., recorded in Official Records Book 2775, Pages 0635 and 0636 respectively, of the Public Records of Brevard County, Florida, as amended and supplemented hereby certify that the AMENDMENT TO BY-LAWS OF FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., Article IV. Directors, which amendment is attached hereto and by reference made a part hereof was duly adopted by the unanimous vote of the Board of Directors and with the written consent without a meeting of at least a majority of the total members of the Association.

IN WITNESS WHEREOF, the undersigned officers certify that the attached amendment was duly adopted in accordance with the recitations contained herein this 10 day of March, 2010.

Forest Lakes of Cocoa Condominium Association, Inc.

Phyllis Holmes, President

Signed, sealed and delivered in the presence of:

State of Florida County of Brevard

> Lance er 2

> > (407) 398-0153

acknowledged before me that they freely and voluntarily executed the same in such capacity, under authority vested in them.

WITNESS my hand and official seal in the State of Florida, County of Brevard, this 10 day of march, 2010.

> Janet V. Harris JANET V. HARRIS Notary Public, State of Florida

MY COMMISSION # DD827038 EXPIRES September 29, 2012

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