

INT. TAX \$ \_\_\_\_\_  
SER. CHG. \$ \_\_\_\_\_  
REFUND \$ \_\_\_\_\_  
Check Circuit Court, Brevard Co., Florida

DECLARATION OF CONDOMINIUM  
BREVARD COUNTY, FLA.

**DECLARATION OF CONDOMINIUM**

**OF**

**FOREST LAKES OF COCOA, A CONDOMINIUM**

**PHASE I**

This Declaration made this 13th day of February, 1987,  
by **FOREST LAKES OF COCOA, LTD.**, a Florida Limited Partnership,  
its successor and assigns, herein called "Developer".

Wherein, the Developer makes the following declaration:

1. **Purpose.** The purpose of this Declaration is to submit the lands and improvements thereon, identified on the attached Exhibit 'A', to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called "Condominium Act".

2. **Name and Address.** The named by which this Condominium is to be identified is:

**FOREST LAKES OF COCOA, a Condominium**  
**PHASE I**

and its address is:

4655 S.R. 520  
Cocoa, Florida

3. **The Land.** The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Brevard County, Florida:

See attached Exhibit 'A' Sheet 6  
for legal description of Phase I which  
by reference is incorporated herein.

4. **Definitions.** The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act (Chapter 718 Florida Statutes) and as follows unless the context otherwise requires:

4.1 **Assessment.** The Assessment means a share of the funds required for the payment of the Common Expenses which from time to time is assessed against the Unit Owner.

4.2 **The Association.** The Association means **FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.**, a non-profit Florida corporation, and its successors and assigns, which is the corporate entity responsible for the operation of the Condominium. As used herein the term "Association" shall be equivalent of "Corporation", and vice versa.

4.3 **By-Laws.** The By-Laws means the By-Laws of **FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.**, as they exist from time to time.

4.4 **Common Elements.** The Common Elements means the portion of the Condominium Property not included in the Units and shall include any premises leased by the Association.

4.5 **Limited Common Elements.** The Limited Common Elements means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units.

THIS INSTRUMENT PREPARED BY:  
Robert T. Burger, Esquire  
1901-6 Highway 1A  
Indian Harbour Beach, FL 32937

LOEF. REC.

2775

PAGE

0593

302693

87FEB16 PM 2:32

**4.6 Common Expenses.** The Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium which include, but are not limited to, expenses of administration and management of the Condominium Property, expenses of maintenance, operation, repair or replacement of Common Elements and of the portions of Units to be maintained by the Association, expenses declared Common Expenses by the provisions of this Declaration or the By-Laws and any other valid charge against the Condominium as a whole, and for which the Unit Owners are liable to the Association.

**4.7 Common Surplus.** The Common Surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

**4.8 Condominium.** The Condominium means that form of ownership of the Condominium Property which is comprised of Units owned by one or more persons, and there is appurtenant to each unit an undivided share in the Common Elements.

**4.9 Condominium Property.** The Condominium Property means and includes the land, leasehold, and personal property in the Condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**4.10 Declaration or Declaration of Condominium.** The Declaration or Declaration of Condominium means the instrument or instruments by which the Condominium is created.

**4.11 Developer.** The Developer means FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership, its successors and assigns, which makes this Declaration.

**4.12 Unit or Condominium Units.** The Unit or Condominium Units means the part of the Condominium Property which is to be subject to private ownership by the Unit Owner.

**4.13 Unit Owner.** The Unit Owner means the owner of a Condominium Parcel.

**4.14 Condominium Parcel.** The Condominium Parcel means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

**4.15 Condominium Act.** The Condominium Act means the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, 1979.

**5. Phases of Development.** This condominium shall be developed in 8 phases consisting of "Phase I", "Phase II", "Phase III", "Phase IV", "Phase V", "Phase VI", "Phase VII" and "Phase VIII". Phase I will be completed on or before the date set forth in the Condominium Unit Purchase and Sale Agreement. Phase II will be completed on or before December 31, 1989. Phases III, IV, V, VI, VII, and VIII shall be completed within seven years from the recording of the Declaration of Condominium. The swimming pool and clubhouse may not be built or provided if Phase II is not developed and added as part of the condominium. If Phase II is not developed and added as part of the condominium, the Developer will give to the unit owners of Phase I the real property described in Exhibit "E" and the sum of \$40,000 to provide a clubhouse.

If one or more phases are not built, the Units which are built are entitled to a 100% ownership of all common elements within the phases actually built and added as part of the condominium.

**5.1 Phase I** consists of 96 travel trailer units. Phase I also consists of a bathhouse, a sewage lift station and force main. The general size of the Units included in this phase range



between 1871 and 5798 square feet.

5.2 Phase II consists of a minimum of 71 mobile home units and a maximum of 88 mobile home units. Phase II also consists of a swimming pool, club house, dock, 4 shuffle board courts, and 2 horse shoe pits. The general size of the Units included in this phase range between 5,000 and 10,000 square feet.

5.3 Phase III consists of a minimum of 44 mobile home units and a maximum of 54 mobile home units. The general size of the Units included in this phase range between 5,000 and 10,000 square feet.

5.4 Phase IV consists of a minimum of 48 mobile home units and a maximum of 60 mobile home units. The range and general size of the Units included in this phase range between 5,000 and 10,000 square feet.

5.5 Phase V consists of a minimum of 32 mobile home units and a maximum of 40 mobile home units. The range and general size of the Units included in this phase range between 5,000 and 10,000 square feet.

5.6 Phase VI consists of a minimum of 32 mobile home units and a maximum of 40 mobile home units. The range and general size of the Units included in this phase range between 5,000 and 10,000 square feet.

5.7 Phase VII consists of a minimum of 48 mobile home units and a maximum of 60 mobile home units. The range and general size of the Units included in this phase range between 5,000 and 10,000 square feet.

5.8 Phase VIII consists of a minimum of 64 mobile home units and a maximum of 80 mobile home units. The range and general size of the Units included in this phase range between 5,000 and 10,000 square feet.

5.9 The land which may become part of the condominium, the land on which each phase is to be built, and the approximate location of all proposed buildings and improvements that may ultimately be contained within the condominium are shown on Exhibit B, attached hereto. The plot plan may be modified by the Developer as to unit size, such as increasing or decreasing the size of the units and increasing or decreasing the size of the buildings and improvements. The Developer may also make non-material changes in the legal description of each phase.

5.10 Each unit's proportion or percentage of ownership in the common elements and manner of sharing common expenses and owning common surplus as additional units are added to the condominium by the addition of any land shall be in the same proportion as the owner's unit bears to the total number of all units in the condominium after the addition of each phase.

6. Identification of Units. For the purpose of identification, all Units in the area on said Condominium Property are given identifying number and delineated on a Graphic Plot Plan exhibit collectively identified as Exhibit "A" Sheet 3 attached hereto and made a part of this Declaration. No Unit bears the same identifying number as does any other Unit. The aforesaid identifying number of the Unit is also the identifying number as to the Parcel. Exhibit "A" Sheet 5 contains a survey of the land, a Graphic Plot Plan, legal description of Phase I and, together with this Declaration, they are in sufficient detail to identify the approximate location and size of the Common Elements and each Unit, as evidenced by the certificate of the registered land surveyor attached hereto. The legend and notes contained within said Exhibit are incorporated herein and made a part hereof by reference.

Each Unit shall consist of the area or space having the exterior or perimetrical boundaries described in said Exhibit

"A", extended upward to infinity, and having as its lower horizontal boundary a plane co-existent with the surface of the land within said boundaries. Improvements installed on that portion of the land's surface forming the lower horizontal boundary of a Unit are included within said Unit. Such improvements include sod, landscaping a concrete patio slab and concrete driveway.

Developer reserves the right to change the size and configuration of all Units as long as Developer owns the Units so changed and altered, without necessity of amendment hereto. Further, Developer reserves the right to alter the boundaries between Units so long as Developer owns the Units so altered; (to) alter or modify the appurtenances to a Unit; to change the proportion or percentage by which the owner of the parcel shares common expenses and owns the common surplus and to increase or decrease the number of Units and to alter the boundaries of the Common Elements so long as Developer owns the Units abutting the Common Elements where the boundaries are being altered, provided no such change shall partition or subdivide any Condominium Unit set out herein and no such change shall be made without amendment of this Declaration and further provided that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the institutional mortgagee of the Units affected, and such amendment shall not require the approval of Unit Owners, Unit purchaser, or the Association.

**6.1 Easement.** The Developer reserves for itself, its successors, assigns, agents, employees, business and other invitees, guests or others under supervision, direction and control of the Developer, its successors and assigns, a non-exclusive easement over, through and across the Condominium Property, which easement may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the land within the Condominium from the Condominium, which easement shall include the following easements:

**(a) Utilities.** Easements are reserved as may be required for the entrance upon, construction, maintenance and operation of utility services to adequately serve the Condominium project, including, but not limited to, the installation of Cable Television System lines, mains (water and sewer systems) and such other equipment as may be required throughout the Condominium project, it being expressly agreed that Developer or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility. In addition, easements are reserved for such further utility easements over and across the Condominium Property as may be required from time to time to service the Condominium Property.

**(b) Encroachments.** In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

**(c) Pedestrian and Vehicular Traffic.** An easement shall exist for pedestrian traffic over, through and across streets, sidewalks, paths, walks, lanes and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.



(d) **Ingress and Egress.** A nonexclusive easement shall exist for ingress and egress over streets, walks and other rights of way serving the Units of the Condominium as part of the Common or Common Elements necessary to provide reasonable access to said streets, roads and walks and other rights of way to the public. A non-exclusive easement shall also exist for ingress and egress over the real property described in Exhibit "F" attached hereto to provide access to the real property described as Phases II, III, IV, V, VI, VII and VIII.

(e) **Lake Easement.** **FOREST LAKES OF COCOA, LTD.,** a Florida limited partnership, hereby grants to the members of **FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.,** a non-exclusive easement providing access to and the right to use the lake (borrow pit) which is shown as a part of Phase II in the Graphic Plot Plan as Exhibit "B" attached hereto.

(f) **NON-EXCLUSIVE CROSS-EASEMENT AGREEMENT.** Phases I, II and III are subject to a Non-Exclusive Cross-Easement Agreement between J. Lester Dabbs, Jr., Trustee, and **FOREST LAKES OF COCOA, LTD.,** a Florida limited partnership, dated the 12th day of February, 1986, and recorded at O. R. Book 2672, Page 2214 of the Public Records of Brevard County, Florida. A copy of said easement is attached hereto as Exhibit "G".

(g) **Liability Insurance on Lake.** **FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.** shall maintain a liability insurance policy from a AAA rated insurance company in the minimum of One Million and no/100 Dollars (\$1,000,000.00). Said policy shall name J. Lester Dabbs, Jr., his successors and assigns and **FOREST LAKES OF COCOA, LTD.,** a Florida limited partnership, its successors and assigns as co-insureds and shall insure all the lake area of Phases I, II and III as shown on the Graphic Plot Plan as Exhibit "B" attached hereto, as long as either of said parties have an interest in said lakes.

(h) **Reservation to Grant Easement.** The Developer reserves the right to grant a non-exclusive easement providing ingress and egress to and the right to use the lake shown as a part of Phases I, II and III, to the owner or owners of the following described real property:

See Exhibit "H" attached hereto.

If other condominiums use said lake area, the liability insurance premium shall be paid on a pro rata basis based on the number of units in each condominium which have the right to use the lake area.

(i) The Developer hereby grants to the members of the Association a non-exclusive easement for entrance upon construction, maintenance and operation of the sewage lift station and force main serving Phase I. The legal description of said easement is set forth in Exhibit "I" attached hereto.

**7. Condominium Units; Common Elements.** In Phase I, each of the Unit Owners of the Condominium shall own an undivided 1/96th interest in the Common Elements. The fee title to each Condominium Parcel shall include both the Condominium Unit and the above respective undivided interest in the Common Elements and Common Surplus; said undivided interest in the Common Elements should be deemed conveyed or encumbered with its respective Condominium Units, even though the description and instrument of conveyance or encumbrance may refer only to the fee title to the Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void. The term "Common Elements" when used throughout this Declaration, shall mean both Common Elements and Limited Common Elements, unless the context otherwise specifically provides or requires. These Common Elements include, but are not limited to, the following: outdoor lighting system, the sewage collection

system, the road within the Condominium Property "excepting state or federal roads", pathways, as shown on the Condominium Unit plan, bathhouses, recreation facilities in the recreation area, service facilities located in common use areas, beaches, parks, parking areas, drainage facilities, swimming pool, shuffleboard courts, horseshoe pits and any other areas which are for the common benefit and enjoyment of the owners of the Parcels.

#### 7.1 Description of Recreational and Other Commonly Used Facilities.

A. Sewage Lift Station and Force Main. There is a sewage lift station and force main constructed as part of Phase I. Said sewage lift station and force main are common elements of the condominium and shall be maintained as any other common element. The sewage lift station has two four-inch submersible pumps with a three horsepower motor. The sewage lift station and force main are shown and described in more detail in Exhibit "A", and Sheet 1, attached to the Declaration of Condominium.

B. Bathhouse. There is a bathhouse constructed as part of Phase I. Said Bathhouse is a common element of the Condominium and shall be maintained as any other common element. The Bathhouse contains a men's restroom, women's restroom and laundry area. The Developer will not furnish equipment for the laundry area. The Condominium Association may enter into a lease with a coin-operated laundry company for the furnishing and maintenance of laundry equipment. The Bathhouse has dimensions of 27'4" by 36'. The Bathhouse is shown and described in more detail in Exhibit "J" attached to the Declaration of Condominium. The location of the Bathhouse is shown on Exhibit "A", Sheet 3, attached to the Declaration of Condominium.

C. Swimming Pool and Deck Area. A swimming pool, which is a common element, shall be constructed, as Part of Phase II, principally of concrete and shall measure 25' wide by 50' long with a rectangular shape and a depth of 3' at the shallow end and 6'6" at the deep end. The swimming pool shall be encompassed by a deck are of 765 sq. ft. The swimming pool has a capacity of thirty-five (35) people. The swimming pool is not heated. The swimming pool and deck area are shown in Exhibit Sheet attached to the Declaration of Condominium.

D. Outside Lighting. An outside lighting system, which is a common element, shall be constructed as part of Phase I. The lights will be affixed to poles. The location of the light poles can be determined from Exhibit "A", Sheet 3, attached to the Declaration of Condominium.

7.1.E Fence  
Amended '05  
Page 77

E. Fence. There is a six ft. chain link fence, which is a common element, along the east side of Phase I as shown on Exhibit "A", Sheet 3 of the Declaration of Condominium.

F. Clubhouse. There is a recreation building constructed as part of Phase II which is a 1-story masonry structure. The recreation building consists of a meeting room 19'8" x 38'8", an office 9'2" x 12'8", a kitchen 9'2" x 12'8", a men's restroom and a women's restroom. The Clubhouse has a seating capacity of 150 people. The recreation building is shown and described in more detail in Exhibit "K", attached to the Declaration of Condominium.

'07 Added 7.1.G  
RV Storage Area  
Page 80  
Amended '07  
Page 81

7.2 A Unit Owner is entitled to the exclusive possession of his Unit subject to the provisions of this Declaration and the Condominium Act. Such Unit Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Unit Owners. Each Unit owner shall also hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association.



**8. Common Expenses and Common Surplus.** The Common Expenses of the Condominium shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, cost of carrying out the powers and duties of the Association and any other expense designated as Common Expense by the Condominium Act. Each Unit Owner shall be responsible and liable for an equal share of the Common Expenses regardless of the purchase price, size or location of the Unit.

**8.1** Each Unit Owner's share of the Common Expenses shall be in the same proportion as the Owner's Unit bears to the total number of Units submitted to this Declaration at the time of assessment.

**8.2** No Unit Owner may be excused from the payment of his share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from payment, except that the Developer is excused from the payment of its share of the Common Expenses, which would have been assessed against its Units from the recording of Declaration of Condominium through December 31, 1988, and during said period of time the Developer hereby guarantees that the assessment for Common Expenses of the Condominium assessed against the individual Unit Owners and their respective Units shall not increase over a total annual amount of FOUR HUNDRED TWENTY AND NO/100 DOLLARS (\$420.00) per Unit, and Developer agrees to pay any amount of Common Expenses incurred during that period and not produced by the assessments at said guaranteed level receivable from other Unit Owners. This guarantee is given in consideration of Developer being excused from payment of its share of Common Expense during the aforesaid period pursuant to Florida Statute 718.116(8).

**8.3** Common Surplus is owned by the Unit Owners in the same shares as their ownership interest in the Common Elements as set forth above. Provided, however, a share in the Common Surplus does not include the right to withdraw or require payment or distribution of the same except as otherwise set forth herein.

**8.4** Paragraphs 8.0 through 8.4 may not be amended without the prior written consent of the Developer, so long as the Developer holds units for sale in the ordinary course of business.

**9. Maintenance, Alteration and Improvement.** Responsibility for the maintenance of the Condominium Property and restriction on the alteration and improvement thereof shall be as follows:

Declaration 9.1  
Amended '10  
Page 86

**9.1 Common Elements.** The maintenance and operation 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 two-thirds (2/3) 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. The cost of the foregoing shall

DOEF. REC.

(PAGE)

2775

7

0599

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 nor 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 mortgagee that acquires its title as the result of owning a mortgage 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 provisions of paragraph 5 above.

**9.2, Condominium Unit or Parcel.** The responsibility of the Unit Owner shall include, but not be limited to, the maintenance and repair of such Owner's Unit in the condition in which it was purchased. Subject to the other provisions of this paragraph, which in all cases shall supersede and have priority over the provisions of this subparagraph when in conflict therewith, a Unit Owner may make such alterations or improvements to his Unit at his sole and personal cost as may be advised provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall make no changes or alterations to his Unit without first obtaining approval in writing of the Board of Directors of the Association if such alteration or improvement may or would cause an increase in the cost of the insurance carried by the Association. Further a Unit Owner shall not make any alterations to his Unit which would remove any portion of or make any additions to Common Elements or any portion of the Condominium Property which is to be maintained by the Association.

Declaration 9.3  
Changed '92  
Page 55

**9.3 Contracts.** The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair. The Board may likewise enter into a contract with the owners of any public utility for the furnishing of such public services as electricity, water or sewage disposal to the Condominium. This may include the purchase by the Condominium of wholesale electricity or payment for any sewage disposal plant. The Board of Directors may likewise, from time to time, enter into long-term leases for the use of such public service utilities or may purchase the same outright and thereafter the said facility may, by amendment to this Declaration, become a part of the common use elements. The Association may also enter into long term leases with coin-operated laundry company.

**9.4 Further Rules.** Further rules regarding specific matters of maintenance, alteration and improvement shall be established by the Board of Directors of the Condominium Association.

## **10. Assessments.**

**10.1 Power to Assess.** The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, a sum or sums necessary and adequate to provide for the Common Expenses of the Condominium Property and such other assessments as are specifically provided for in this Declaration, the By-Laws, and the Condominium Act. The procedure for determining such assessments shall be as set forth in the By-Laws of the Association.

**10.2 Commencement Date.** Assessments shall commence upon the recording of this Declaration. The Common Expenses shall be assessed against each Condominium Unit Owner as provided for in of this Declaration.

**10.3 Interest on Overdue Assessments.** Assessments and installments thereon that are unpaid for over ten (10) days after



the due date shall bear interest on the unpaid balance and until paid at the highest rate permitted by law. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire unpaid balance of the annual assessment as to the delinquent Unit Owner to be due and payable in full as if the entire payment was originally assessed.

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

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

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

**11. The Association.** The name of the Association responsible for the operation of the Condominium is **FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC.** a non-profit Florida corporation, organized and existing pursuant to the Condominium Act. The Association shall have all the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association, the laws of the State of Florida, including the Condominium Act, and its Articles of Incorporation. The Articles

of Incorporation are attached hereto as Exhibit "C" and are incorporated herein.

**11.1 By-Laws.** The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws, a copy of which is incorporated herein and attached thereto as Exhibit "D". The By-Laws may be amended in the manner provided for therein, but no amendment shall be adopted which would affect or impair the validity or priority of any mortgage covering the Condominium Parcel or Parcels. Further, no modification of or amendment to the By-Laws is valid unless set forth in or annexed to a recorded amendment to the Declaration.

**11.2 Voting Rights.** The Owners of Units shall be members of the Association. There shall be one (1) person with respect to each Condominium Unit who shall be entitled to vote at any meeting of the Unit Owners, such person being identified as the "voting member". If a Unit is owned by more than one (1) person, the Owners of said Unit shall designate one (1) of them as the voting member, or in the case of a corporate unit ownership, an officer or employee thereof shall be designated the voting member. The designation of the voting member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of Condominium Units as declared as of that date and each Condominium Unit shall have no more and no less than one (1) equal vote in the Association. If one (1) individual owns two (2) Condominium Units, he shall have two (2) votes. The vote of a Condominium Unit is not divisible. Unit ownership for purposes of voting rights is defined as ownership in fee title; however, should a person acquire the unexpired term of a ninety-nine (99) leasehold interest in and to a Unit, such lessee shall be entitled to the voting rights of said Unit. Every Owner of a Condominium Unit, whether he has acquired his ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the Association and by the provisions of this Declaration. Developer shall retain one (1) vote for each unsold lot the Developer retains.

Declaration 12  
Amended '96  
Pages 73 & 74

**12. Sale and Rental of Condominium Units.** There are restrictions placed herein regarding an Owner's right to sell or rent his Condominium Unit. See Rules and Regulations attached hereto as Exhibit "L". The Association is entitled to charge a security deposit when a Unit Owner within the Association rents its own unit. The security deposit cannot exceed the equivalent of one month's rent and must be handled by the Association in accordance with Florida law. Said security deposit is to be used by the Association to repair damage to common elements caused by the tenants.

**13. Use and Occupancy.** The use and occupancy of the Condominium is hereby made subject to rules and regulations established by the Condominium Association (Rules and Regulations attached hereto as Exhibit "L", contained in its By-Laws, or which are imposed as ordinances by Brevard County. The rules and regulations are as follows:

**13.1** See Rules and Regulations attached hereto as Exhibit "L" and made a part hereof.

**13.2** No person shall use the Common Elements or any part thereof of a Condominium Unit or the Condominium Property or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association, subject to the right of the Developer to approve such rules and regulations in writing so long as the Developer holds units for sale in the ordinary course of business.

**13.3** This entire paragraph 13 entitled "Use and Occupancy" and the rules and regulations set forth hereunder



shall be considered as covenants running with the land, and shall bind all Unit Owners, their heirs, executors, administrators, successors and assigns, including guests and tenants, and any other persons directly or indirectly related to said Unit Owner, and those provisions shall not be amended in any way whatsoever without the prior written consent of the Developer. If any person violates or attempts to violate any of the covenants or restrictions herein contained, any Unit Owner, the Association or Developer may bring any proceeding at law or at equity against the person violating or attempting to violate any such covenant or restriction and either prevent such Unit Owner from so doing or to recover damages for such violation, or both and also recover costs of the suit and reasonable attorneys' fees including costs and attorneys' fees incurred in appellate proceedings. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions hereof which shall remain in full force and effect.

13.4 Other reasonable rules and regulations governing use and occupancy and which do not alter or are not in contravention of any of the foregoing provisions may be made and amended from time to time by the Association, with the prior written consent of the Developer, (so long as the Developer holds units for sale in the ordinary course of business) in the same manner provided for the amendment of this Declaration of Condominium.

13.5 Neither the Unit Owners nor the Association nor their use of the Condominium Property shall interfere with the completion of the contemplated improvements or sale of said Units by Developer. The Developer may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, display sale signs, showing the Units for sale to prospective purchasers, and renting of uncommitted Units to the public.

#### 14. Insurance.

14.1 **Liability Insurance.** The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements and the Condominium Units and insuring the Association and the Unit Owners as it and their interests appear, and in such amount as the Board of Directors of the Association may determine from time to time. Said insurance shall include, but not limit the same, to water damage, if available, legal liability, hired automobile, non-owned automobile and off the premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

14.2 **Casualty Insurance.** The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgages, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association and in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. The premium for such coverage and any other expenses in connection therewith shall be paid by the Association and charged as a Common Expense. The company or companies with whom the Association shall place insurance coverage as provided in this Declaration shall be good and responsible companies authorized to do business in the State of Florida.

14.3 **Benefitted Parties.** All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their mortgages, if any, as their interest may appear.

It shall be presumed that the first monies disbursed in payment of cost of repair and restoration shall be made from the insurance proceeds and if there is a balance in the funds after payment of all costs of the repair and restoration, such a balance shall be distributed to the Association's general fund. Any repair and restoration must be substantially and in accordance with the plans and specifications for the original improvements or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. Such other insurance shall be carried as the Board of Directors of the Association shall determine from time to time to be desirable. Each individual Unit Owner shall be responsible for purchasing at his own expense any additional liability insurance as he may deem necessary to cover accidents occurring upon his own Unit and for the purchasing of insurance upon his own personal property.

**14.4 Reconstruction or Repair after Casualty.** If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) If the damaged improvement is a Common Element the same shall be reconstructed or repaired by the Association subject to the following provisions.

(b) When the Association shall have responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain at least three (3) reliable and detailed estimates of the cost to repair or rebuild.

(c) If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repairs by the Association or at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such cost. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements.

**14.5 Condominium.** In the event that any Unit of the Condominium Property or any portion thereof, or the Common Elements or any portion thereof, shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by the condemning authority, then the holder of a first mortgage on a Unit will be entitled to timely written notice of such a proceeding or proposed acquisition. The priority of the first mortgage lien shall not be disturbed with respect to distribution of the proceeds of any award or settlement.

**14.6 Equitable Relief.** In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief which may include a termination of the Condominium and a partition.

**15. Compliance and Default.** Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time; and shall further comply with the Condominium Act. Failure of the Unit Owner to comply therewith shall entitle the Association, other Unit Owners, or the Developer, as the case may be, to the following relief in addition to other remedies provided in this Declaration, the By-Laws and the Condominium Act:

(a) The Association, Developer and appropriate employees, pursuant to authorization from the Board of



Directors, are hereby empowered to enforce this Declaration, By-Laws, rules and regulations of the Association and Condominium Act.

(b) A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his acts, negligence or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenants, or of the Common Elements or of the Limited Common Elements.

(c) In any proceeding arising because of an alleged failure of a Unit Owner, a guest, tenant or any other person directly or indirectly related to said Unit Owner, to comply with the terms of this Declaration, By-Laws, rules and regulations adopted pursuant thereto, and said documents as they may be amended from time to time, or the Condominium Act, the prevailing party shall be entitled to recover the costs of the proceeding, and reasonable attorneys' fees, including attorneys' fees incurred in appellate proceedings, as they may be awarded by the court, including actions brought by the Developer to enforce such documents.

(d) The failure of the Developer, the Association, or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

16. **Termination.** The Condominium may be terminated by consent of all the Unit Owners evidenced by a recorded instrument to that effect and upon the written consent by all holders of recorded liens affecting any of the Condominium Units. Upon termination of the Condominium Property, the Condominium Property is owned in common by the Unit Owners in the same undivided shares as each Owner previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

#### 17. Miscellaneous.

17.1 The Condominium Unit Owners shall solely own the water pipes from the water meter to the recreational vehicle or mobile home. The Condominium Unit Owner shall solely own the sewer pipes from the point the recreational vehicle or mobile home is connected to said sewerage pipe to the recreational vehicle or mobile home. The Condominium Unit Owner shall solely own the electrical wiring and conduits from the electrical meter to the recreational vehicle or manufactured home. The sewer pipes up to the point of connection with the lines of the recreational vehicle or mobile home are common elements. The water pipes are owned by the City of Cocoa, Florida. The electrical lines are owned by of Florida Power and Light Company.

17.2 The Unit Owners agree that if any portion of a Condominium Unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same shall and does exist, so long as it stands.

17.3 No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Condominium Unit.

17.4 All provisions of this Declaration and Exhibits attached hereto and amendments thereof shall be covenants running with the land and of every part thereof and interest therein

including, but not limited to, every Unit and appurtenants thereto and every Unit Owner and claimant of the Property or any part thereof or of any interest therein and his heirs, executors, administrators, successors and assigns, shall be bound by all the provisions of said Declaration and Exhibits annexed thereto and amendments thereof.

17.5 If any provisions of this Declaration or the Exhibits hereto or of the Condominium Act, or any section, sentence, clause, phrase, word or the application thereof under any circumstances is held invalid, the validity of the remainder of this Declaration and the Exhibits attached or the Condominium Act and the application and such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby but shall remain in full force and effect.

17.6 Whenever notices are required to be sent hereunder the same may be delivered to Unit Owners personally or by mail addressed to such Unit Owners at their place of residence in the Condominium unless the Unit Owners have by written notice duly received or specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the office of the Association, or such other place as designated by the Board of Directors.

17.7 The Developer reserves the right to install certain utility services underground, over and above any Unit or in a common use area or facility to serve areas other than those involved in the Condominium described herein, as well as those within the Condominium.

17.8 Notices to the Developer shall be delivered by mail c/o CLARK & BURGER, Attorneys at Law, 1901 Highway A1A, Suite 6, Indian Harbour Beach, FL 32937. All notices shall be deemed and considered sent when mailed. Proof of such mailing shall be given by the parties by mailing the notice in affidavit form. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the personal representative of a deceased Owner or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

17.9 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration and attached Exhibits shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium according to the intent of the Developer, including as set forth in the use and occupancy provisions of paragraph 13.

17.10 The captions used in this Declaration and Exhibits attached are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration or Exhibits.

17.11 If any term, covenant, provision, phrase or other element of the Condominium document is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium documents.

17.12 The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium documents except as specifically set forth therein or as provided by the Condominium Act, and no person shall rely upon any warranty or representation, oral or otherwise, not so specifically made therein. Any estimates of



Common Expenses, taxes or other charges are deemed accurate, but no warranty or guarantee is made or intended nor may one be relied upon.

17.13 Electricity, water and sewerage service is separately charged by the utility company to a Unit Owner by individual meters for service provided to the Unit. The Unit Owner shall not be assessed by the Association for this service.

17.14 No amendment to the Declaration may permit time share estates to be created in any Unit of the Condominium unless the record Owner of each Unit of the Condominium and the record owner of liens on each Unit of the Condominium join in the execution of the amendment.

#### 18. Amendment to Declaration

Amended '09  
Page 85

18.1 Subject to other provisions in this Declaration requiring the prior written consent of the Developer for amendment, so long as Developer holds units for sale in the ordinary course of business this Declaration may be amended at any regular or special meeting of the Unit Owners of the Condominium called and convened in accordance with the By-Laws by the affirmative vote of voting members casting not less than two-thirds (2/3) of the total vote of the members of the Association, or by the written approval of two-thirds (2/3) of the 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 appurtenants 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 Owner of the Unit and all 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 expense shall be conducted by secret ballot. An amendment of the Declaration is effective when properly recorded in the Public Records of Brevard County, Florida.

18.2 The Articles of Incorporation and By-Laws of the Association shall be amended as provided for in those respective documents.

18.3 The Rules and Regulations shall be amended and promulgated in the same manner as an amendment to the Declaration of Conominium.

FOREST LAKES OF COCOA, LTD.

FOREST LAKES OF COCOA, LTD.,  
a Florida limited partnership

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

By: Robert N. Willeke, Jr.  
ROBERT N. WILLEKE, JR.  
President, General Partner

By: Robert N. Willeke, Jr.  
ROBERT N. WILLEKE, JR.  
Individually, General  
Partner

Witness

Witness

Witness

Witness

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 13th day of February, 1987, by ROBERT N. WILLEKE, JR., individually and as President of Inter-Capital Development Corporation, a Florida corporation, as General Partners of FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership, individually and on behalf of the Limited Partnership.

Candace W. Clonfort  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG 26, 1989  
BONDED THRU GENERAL INS. UND.

DEF. REC.

2775

16

PAGE:

0608



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

STATE OF FLORIDA  
COUNTY OF BREVARD

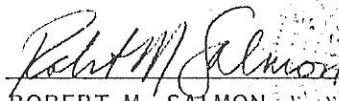
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED "ROBERT M. SALMON" BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY MY FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS,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

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" ARE 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. 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, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 13TH DAY OF FEBRUARY 1987 A.D.

ALLEN ENGINEERING, INC.

BY:

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

SWORN TO AND SUBSCRIBED BEFORE ME  
AS TO "ROBERT M. SALMON" THIS 13TH  
DAY OF FEBRUARY, 1987 A.D.

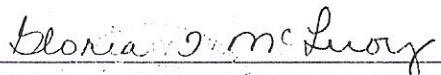
  
NOTARY PUBLIC OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES, AUGUST 23, 1989

EXHIBIT "A"

SHEET 1

100000 REC.

2775

PAGE 1

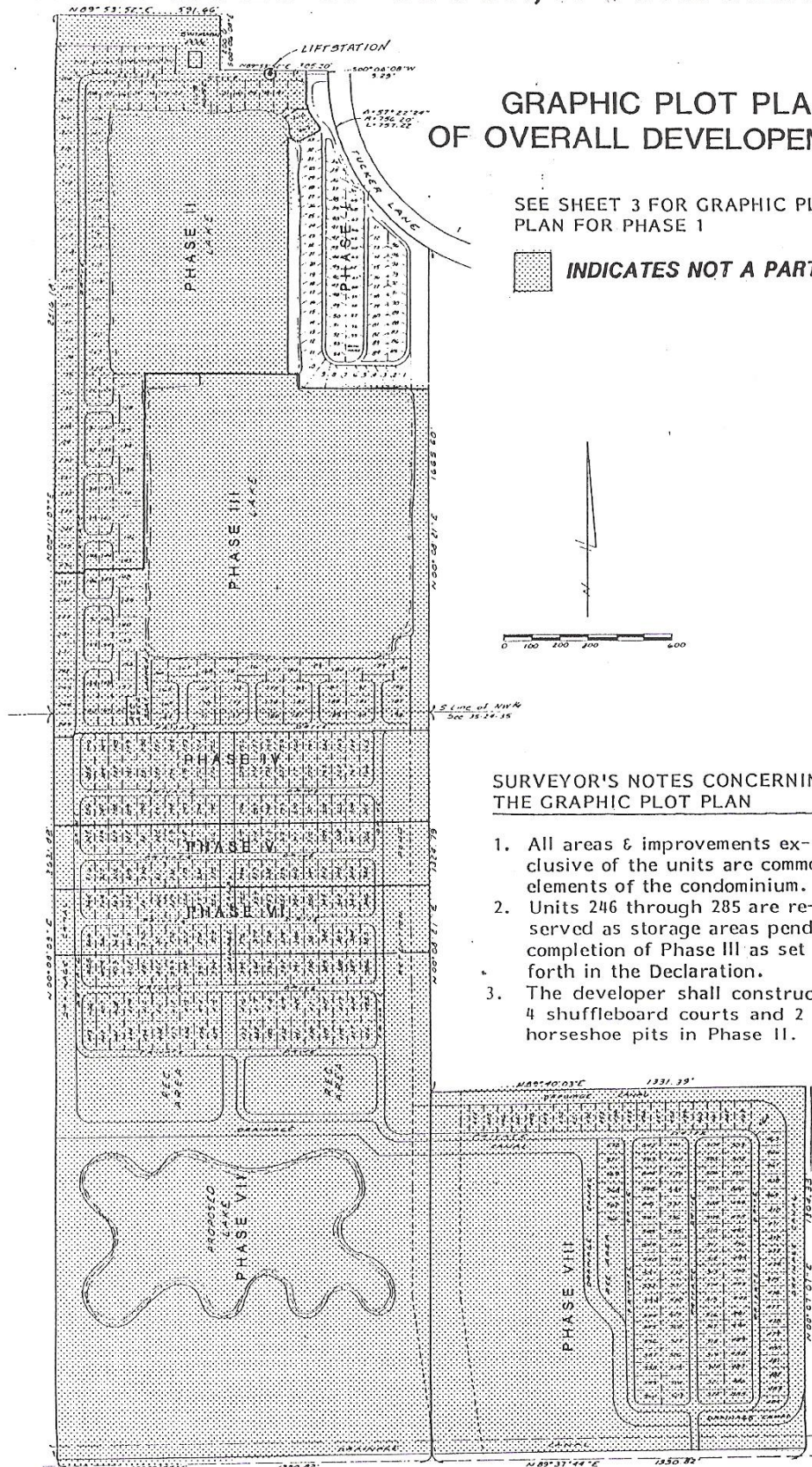
0609

# FOREST LAKES OF COCOA, A CONDOMINIUM

## GRAPHIC PLOT PLAN OF OVERALL DEVELOPEMENT

SEE SHEET 3 FOR GRAPHIC PLOT  
PLAN FOR PHASE 1

 INDICATES NOT A PART



### SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN

1. All areas & improvements exclusive of the units are common elements of the condominium.
2. Units 246 through 285 are reserved as storage areas pending completion of Phase III as set forth in the Declaration.
3. The developer shall construct 4 shuffleboard courts and 2 horseshoe pits in Phase II.

ALLEN ENGINEERING, INC.  
106 DIXIE LANE  
COCOA BEACH, FLORIDA  
FEBRUARY 13, 1987

JOEF. RLC.

2775 EXHIBIT "A"

[PAGE]

0610

SHEET 2



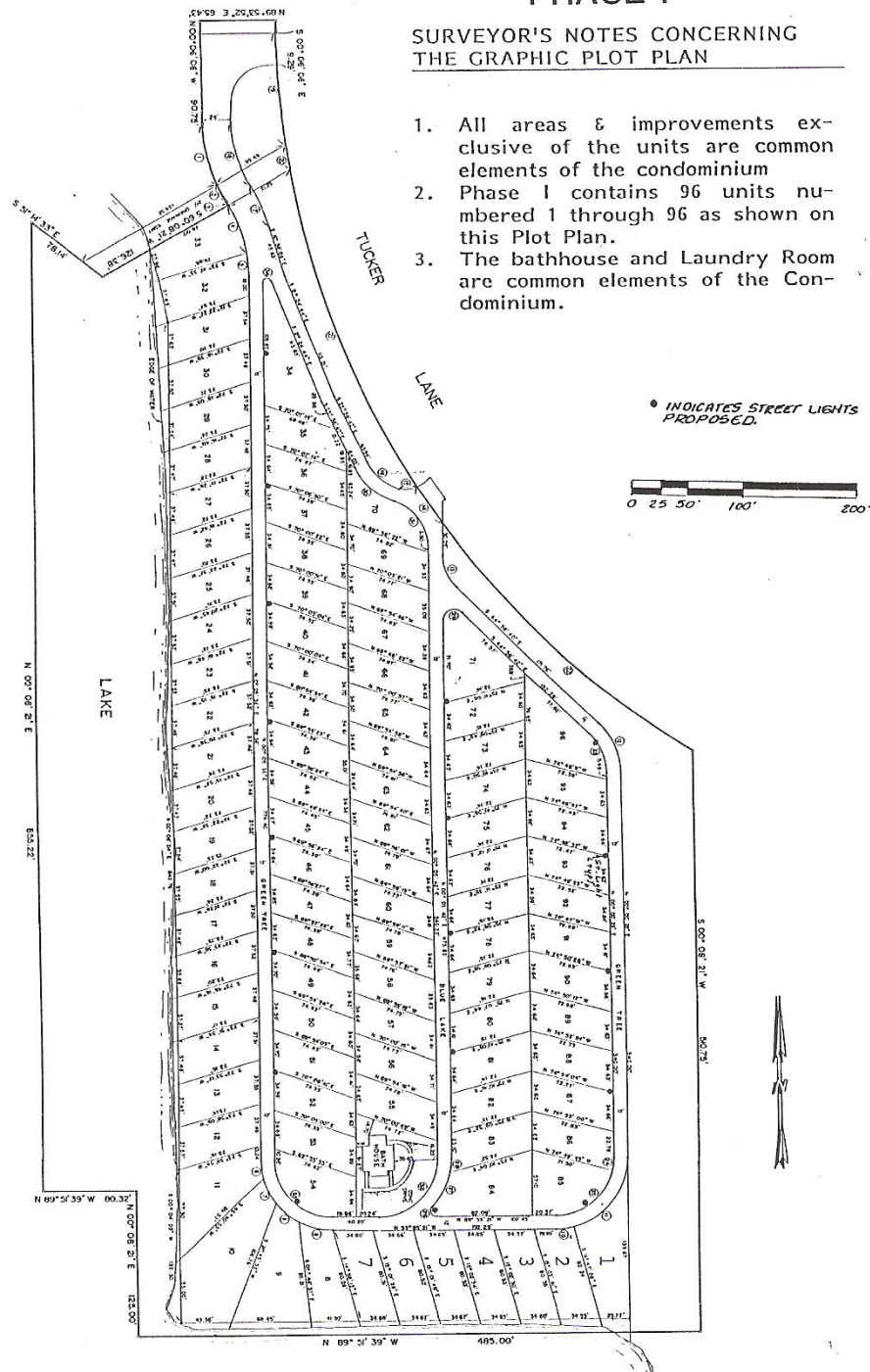
# FOREST LAKES OF COCOA, A CONDOMINIUM

## GRAPHIC PLOT PLAN

### PHASE I

#### SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN

1. All areas & improvements exclusive of the units are common elements of the condominium
2. Phase I contains 96 units numbered 1 through 96 as shown on this Plot Plan.
3. The bathhouse and Laundry Room are common elements of the Condominium.



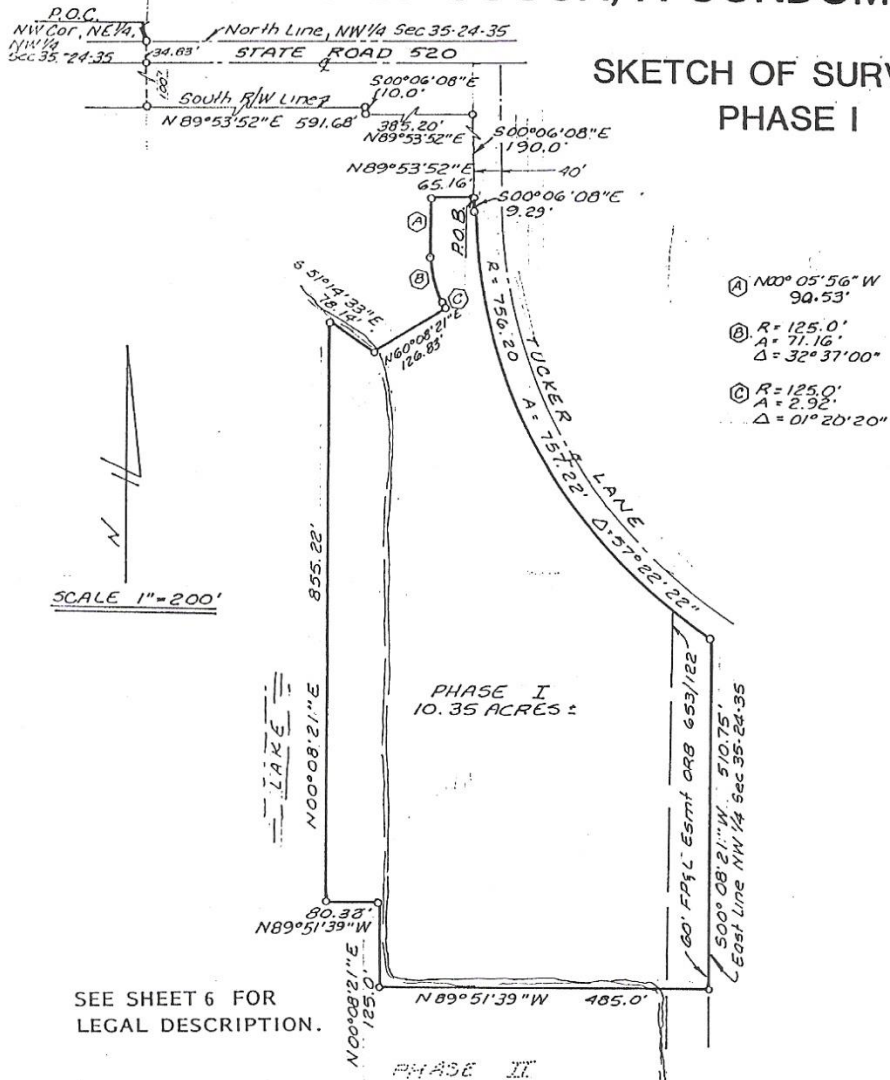
# FOREST LAKES OF COCOA, A CONDOMINIUM

I.D. #	DELTA	RADIUS	ARC
1	24°45'40"	125.00'	54.02'
2	07°04'26"	125.00'	15.43'
3	02°06'03"	125.00'	4.58'
4	20°58'27"	125.00'	45.76'
5	08°57'21"	125.00'	19.54'
6	14°58'25"	62.00'	16.20'
7	23°17'30"	62.00'	25.20'
8	23°44'04"	62.00'	25.68'
9	27°58'58"	62.00'	30.28'
10	14°19'15"	62.00'	15.50'
11	75°46'56"	62.00'	82.00'
12	44°59'08"	62.00'	48.68'
13	45°04'22"	40.00'	31.47'
14	02°41'09"	756.20'	34.45'
15	40°16'23"	25.00'	17.57'
16	44°18'01"	48.86'	37.78'
17	15°20'06"	149.00'	39.88'
18	31°50'06"	101.00'	56.12'
19	07°32'26"	756.20'	99.52'
20	01°37'40"	756.20'	21.48'
21	22°59'58"	756.20'	303.55'
22	22°31'13"	756.20'	297.23'
23	44°59'08"	50.00'	39.26'
24	13°22'47"	50.00'	11.68'
25	76°43'24"	50.00'	66.95'
26	132°11'38"	5.00'	11.54'
27	31°12'41"	62.00'	33.77'
28	10°59'54"	62.00'	11.90'
29	134°55'38"	10.00'	23.55'
30	44°18'01"	60.86'	47.06'
31	70°02'25"	44.00'	53.79'
32	90°00'57"	50.00'	78.55'
33	89°58'57"	50.00'	78.52'
34	158°29'40"	4.00'	11.07'



# FOREST LAKES OF COCOA, A CONDOMINIUM

## SKETCH OF SURVEY PHASE I



### SURVEYOR'S NOTES

- The bearings shown are based on the South right of way line of State Road No. 520 being N 89° 53' 52\"E.

### CERTIFICATION

I hereby certify to the best of my knowledge and belief the SKETCH OF SURVEY shown hereon is a true representation of a survey made on the ground and meets or exceeds the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, F.S.

ALLEN ENGINEERING, INC.

By:

*Robert M. Salmon*  
Robert M. Salmon  
Professional Land Surveyor  
State of Florida No. 4262

Not valid unless embossed  
with surveyor's seal.

ALLEN ENGINEERING, INC.  
106 DIXIE LANE  
COCA BEACH, FLORIDA  
FEBRUARY 13, 1987

DEF. REC.

2775

EXHIBIT "A"

(PAGE)

0613

SHEET 5

# FOREST LAKES OF COCOA, A CONDOMINIUM

## LEGAL DESCRIPTION PHASE I

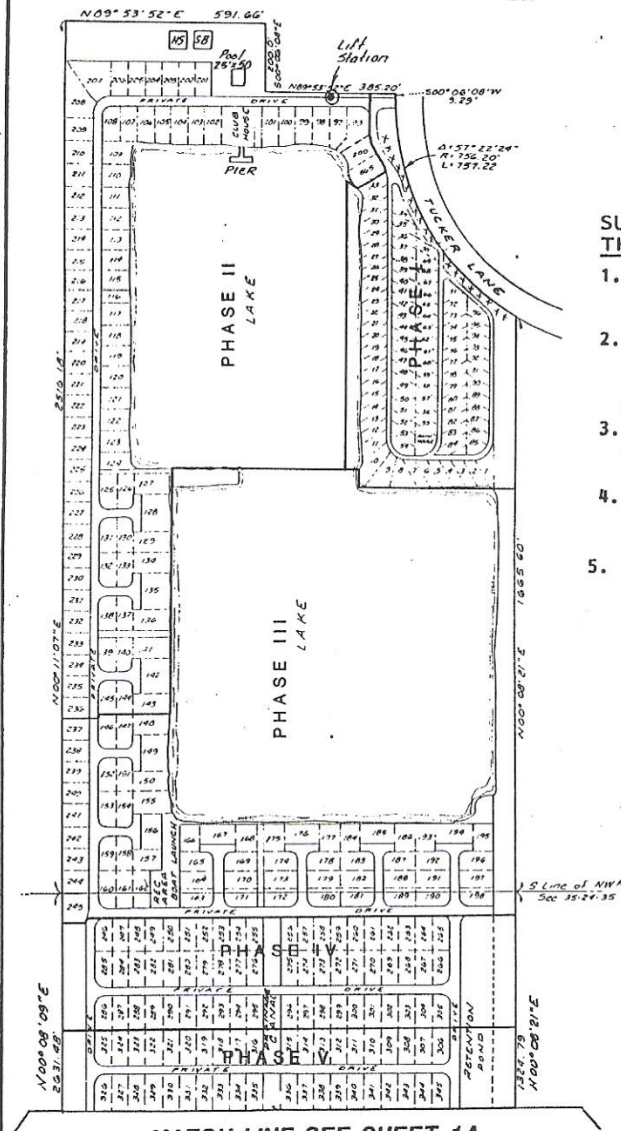
A parcel of land lying in Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows: Commence at the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35 and run S00°11'07"W, along the West line of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 134.83 feet to the South right of way line of State Road No. 520; thence N89°53'52"E, along said South right of way line, a distance of 591.68 feet; thence S00°06'08"E, along said South right of way line, a distance of 10.00 feet; thence N89°53'52"E, along said South right of way line, a distance of 385.20 feet to a point lying on the West right of way line of Tucker Lane; thence S00°06'08"E, along said West right of way line, a distance of 190.00 feet to the Point of Beginning of the following described parcel: thence continue S00°06'08"E, along said West right of way line, a distance of 9.29 feet to the point of curvature of a circular curve to the left having a radius of 756.20 feet; thence run Southerly along the arc of said curve through a central angle of 57°22'22" for a distance of 757.22 feet to a point lying on the East line of the Northwest  $\frac{1}{4}$  of said Section 35; thence S00°08'21"W along said East line of the Northwest  $\frac{1}{4}$  of Section 35, a distance of 510.75 feet; thence N89°51'39"W perpendicular to said East line of the Northwest  $\frac{1}{4}$  of Section 35, a distance of 485.00 feet; thence N00°08'21"E, parallel with said East line of the Northwest  $\frac{1}{4}$  of Section 35, a distance of 125.00 feet; thence N89°51'39"W, perpendicular to said East line of the Northwest  $\frac{1}{4}$  of Section 35, a distance of 80.32 feet; thence N00°08'21"E, parallel with said East line of the Northwest  $\frac{1}{4}$  of Section 35, a distance of 855.22 feet; thence S51°14'33"E a distance of 78.14 feet; thence N60°08'21"E a distance of 126.83 feet to a point on the arc of a circular curve concave to the West whose center bears S58°37'12"W having a radius of 125.00 feet; thence run along the arc of said curve through a central angle of 01°20'20" a distance of 2.92 feet to a point of reverse curvature of a circular curve concave to the East whose center bears N57°16'52"E having a radius of 125.00 feet; thence run along the arc of said curve through a central angle of 32°37'00" a distance of 71.16 feet to the point of tangency of said curve; thence N00°05'56"W a distance of 90.53 feet; thence N89°53'52"E, parallel with the South right of way line of State Road No. 520, a distance of 65.16 feet to the Point of Beginning. Said parcel contains 10.35 acres more or less.



# FOREST LAKES OF COCOA, A CONDOMINIUM

## GRAPHIC PLOT PLAN

SB = 4 Shuffleboard Courts  
 HS = 2 Horseshoe Pits  
 XX = FENCE



### SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN

1. All areas & improvements exclusive of the units are common elements of the condominium.
2. Units 246 through 285 are reserved as storage areas pending completion of Phase III as set forth in the Declaration.
3. The developer shall construct 4 shuffleboard courts and 2 horseshoe pits in Phase II.
4. Refer to Sheets 2 thru 11 for the legal description and sketch of survey for Phases 1 thru 8.
5. There will be a total of 569 units. The minimum size of the proposed units shall be 1800 square feet. The maximum size shall be 10,100 square feet.

MATCH LINE SEE SHEET 1A

ALLEN ENGINEERING, INC.  
 106 DIXIE LANE  
 COCOA BEACH, FLORIDA  
 SEPTEMBER 9, 1986

1066 REC.

EXHIBIT "B"

{PAGE}

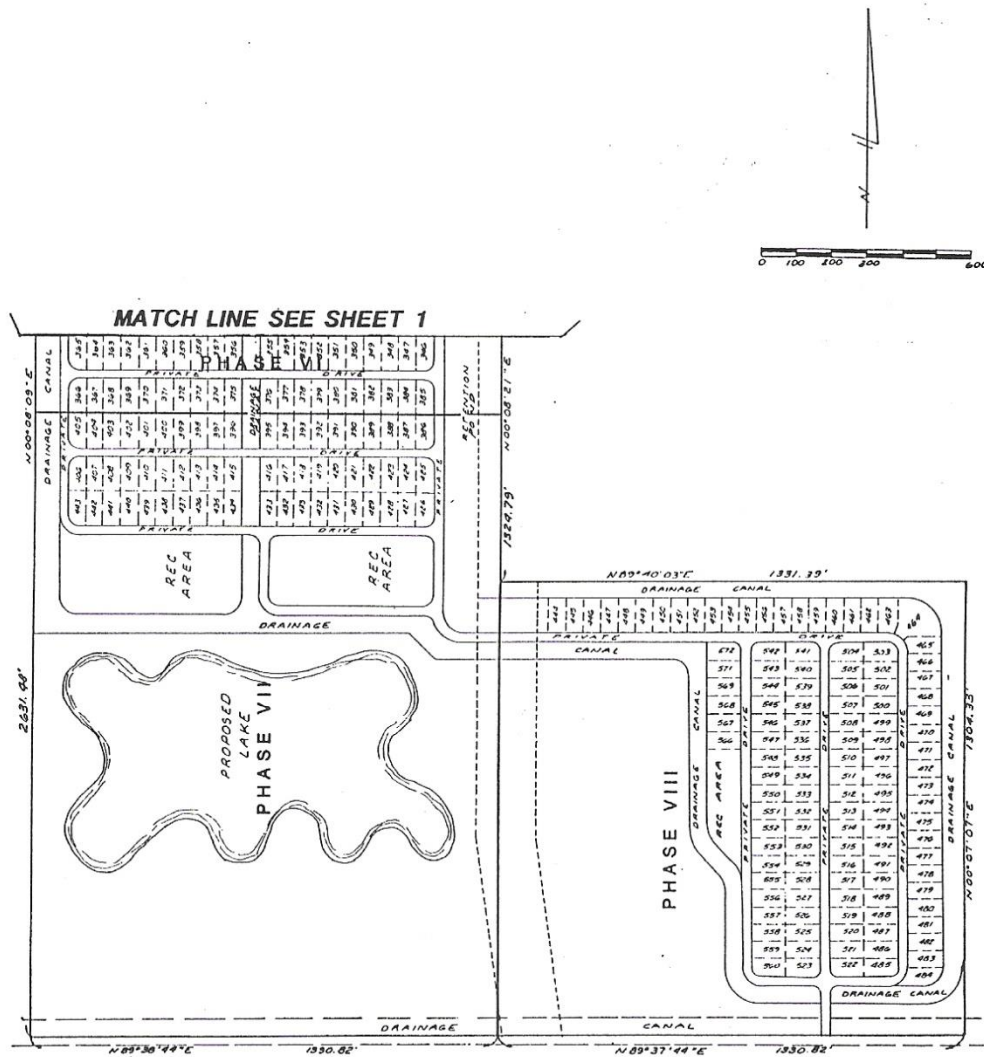
SHEET 1

2775

0615

# FOREST LAKES OF COCOA, A CONDOMINIUM

## GRAPHIC PLOT PLAN



ALLEN ENGINEERING, INC.  
106 DIXIE LANE  
COCOA BEACH, FLORIDA  
SEPTEMBER 9, 1986

OFF REC.

2775 EXHIBIT "B"

[PAGE]

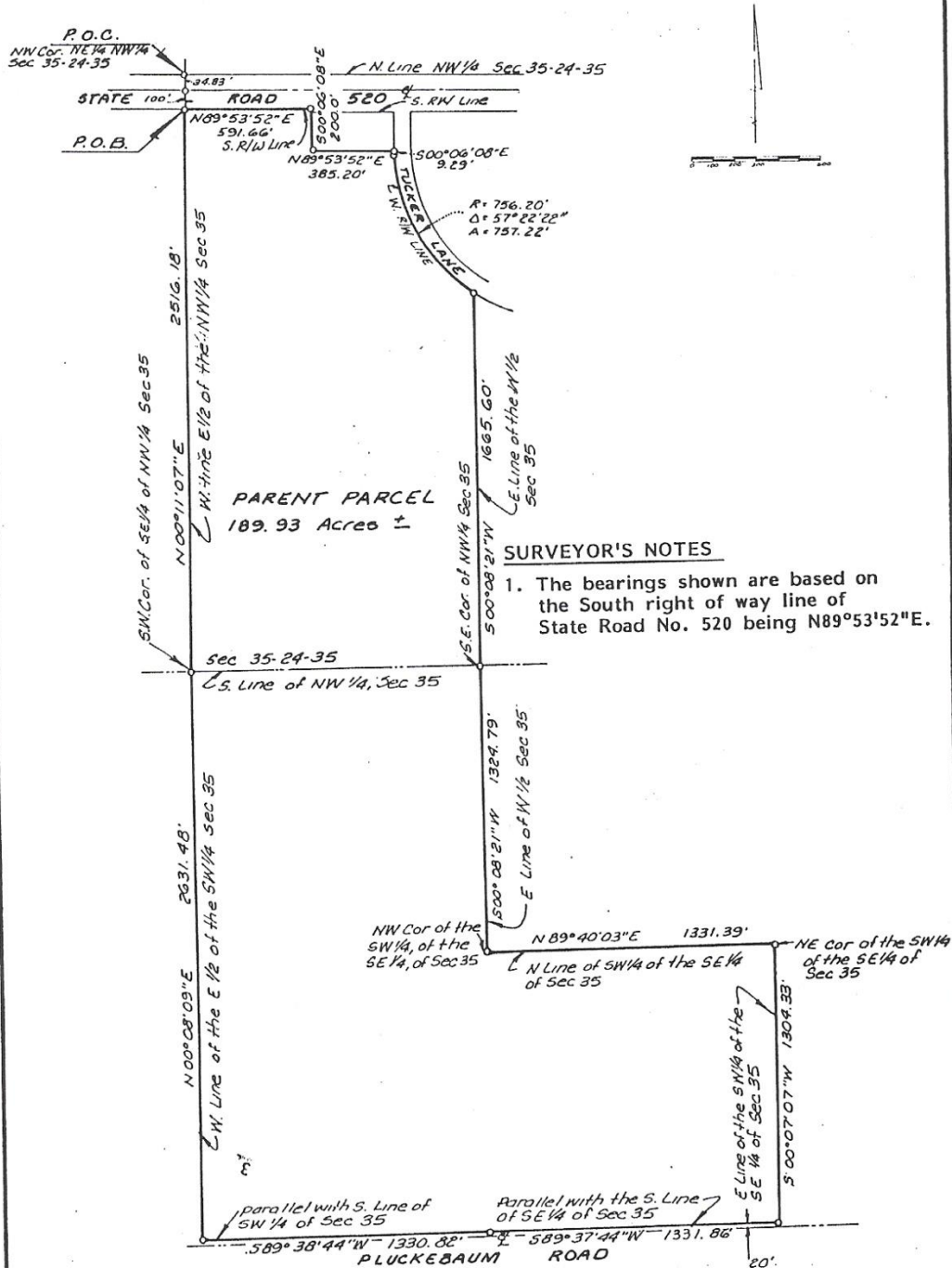
0616

SHEET 1A



# FOREST LAKES OF COCOA, A CONDOMINIUM

## SKETCH OF SURVEY



SEE SHEET 3 FOR LEGAL DESCRIPTION.  
SEE SHEET 4 FOR SURVEYOR'S CERTIFICATE.

# FOREST LAKES OF COCOA, A CONDOMINIUM

## LEGAL DESCRIPTION: PARENT PARCEL

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  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35 and run S00°11'07"W, along the West line of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 134.83 feet to the South right of way line of State Road No. 520 and the Point of Beginning of the following described parcel: thence N89°53'52"E, along said South right of way, a distance of 591.68 feet; thence S00°06'08"E, perpendicular to said 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 385.20 feet to a point lying on the West right of way line of Tucker Lane; thence S00°06'08"E, along said West right of way line, a distance of 199.29 feet to the point of curvature of a circular curve to the left having a radius of 756.20 feet; thence run Southerly along the arc of said curve through a central angle of 57°22'22" for a distance of 757.22 feet to a point lying on the East line of the Northwest  $\frac{1}{4}$  of said Section 35; thence S00°08'21"W along said East line of the Northwest  $\frac{1}{4}$  of Section 35, a distance of 1665.60 feet to the Southeast corner of the Northwest  $\frac{1}{4}$  of said Section 35; thence S00°08'21"W, along the East line of the Southwest  $\frac{1}{4}$  of said Section 35, a distance of 1324.79 feet to the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 35; thence N89°40'03"E, along the North line of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 35, a distance of 1331.39 feet to the Northeast corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 35; thence S00°07'07"W, along the East line of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 35, a distance of 1304.33 feet; thence S89°37'44"W, parallel with the South line of the Southeast  $\frac{1}{4}$  of said Section 35, a distance of 1330.82 feet to a point lying on the said East line of the Southwest  $\frac{1}{4}$  of Section 35; thence S89°38'44"W parallel with the South line of the Southwest  $\frac{1}{4}$  of said Section 35, a distance of 1330.82 feet to a point lying on the West line of the East  $\frac{1}{4}$  of said Section 35; thence N00°08'09"E along the said West line of the East  $\frac{1}{4}$  of said Section 35, a distance of 2631.48 feet to a point lying on the said South line of the Northwest  $\frac{1}{4}$  of Section 35; thence N00°11'07"E a distance of 2516.19 feet to a point lying on the South right of way line of State Road No. 520 and the Point of Beginning, said parcel contains 189.93 acres more or less.

ALLEN ENGINEERING, INC.  
106 DIXIE LANE  
COCOA BEACH, FLORIDA  
SEPTEMBER 9, 1986

DEF. REC.

EXHIBIT "B"

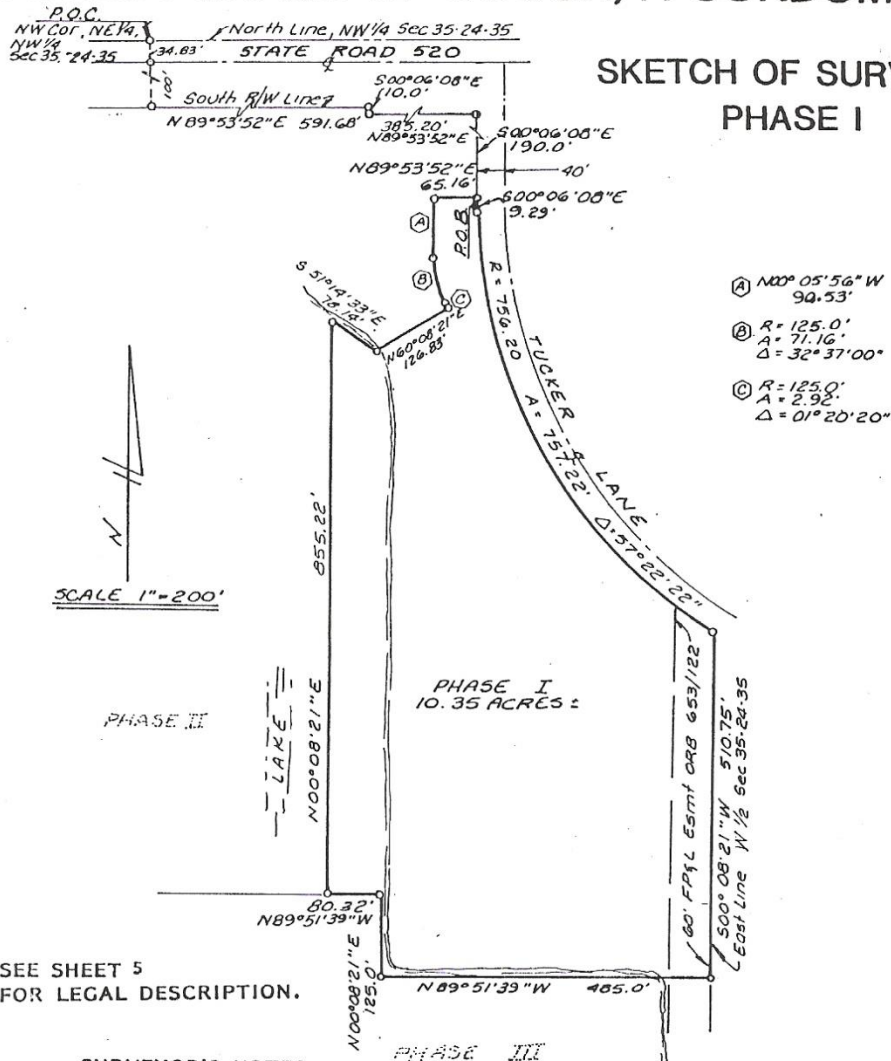
IRAGEI

SHEET 3



# FOREST LAKES OF COCOA, A CONDOMINIUM

## SKETCH OF SURVEY PHASE I



ALLEN ENGINEERING, INC.  
106 DIXIE LANE  
COCOA BEACH, FLORIDA 32909  
SEPTEMBER 9, 1986

EXHIBIT "B"

PAGE

SHEET 4

# FOREST LAKES OF COCOA, A CONDOMINIUM

## LEGAL DESCRIPTION PHASE I

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  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35 and run S00°11'07"W, along the West line of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 134.83 feet to the South right of way line of State Road No. 520; thence N89°53'52"E, along said South right of way line, a distance of 591.68 feet; thence S00°06'08"E, along said South right of way line, a distance of 10.00 feet; thence N89°53'52"E, along said South right of way line, a distance of 385.20 feet to a point lying on the West right of way line of Tucker Lane; thence S00°06'08"E, along said West right of way line, a distance of 190.00 feet to the Point of Beginning of the following described parcel: thence continue S00°06'08"E, along said West right of way line, a distance of 9.29 feet to the point of curvature of a circular curve to the left having a radius of 756.20 feet; thence run Southerly along the arc of said curve through a central angle of 57°22'22" for a distance of 757.22 feet to a point lying on the East line of the Northwest  $\frac{1}{4}$  of said Section 35; thence S00°08'21"W along said East line of the Northwest  $\frac{1}{4}$  of Section 35, a distance of 510.75 feet; thence N89°51'39"W perpendicular to said East line of the Northwest  $\frac{1}{4}$  of Section 35, a distance of 485.00 feet; thence N00°08'21"E, parallel with said East line of the Northwest  $\frac{1}{4}$  of Section 35, a distance of 125.00 feet; thence N89°51'39"W, perpendicular to said East line of the Northwest  $\frac{1}{4}$  of Section 35, a distance of 80.32 feet; thence N00°08'21"E, parallel with said East line of the Northwest  $\frac{1}{4}$  of Section 35, a distance of 855.22 feet; thence S51°14'33"E a distance of 78.14 feet; thence N60°08'21"E a distance of 126.83 feet to a point on the arc of a circular curve concave to the West whose center bears S58°37'12"W having a radius of 125.00 feet; thence run along the arc of said curve through a central angle of 01°20'20" a distance of 2.92 feet to a point of reverse curvature of a circular curve concave to the East whose center bears N57°16'52"E having a radius of 125.00 feet; thence run along the arc of said curve through a central angle of 32°37'00" a distance of 71.16 feet to the point of tangency of said curve; thence N00°05'56"W a distance of 90.53 feet; thence N89°53'52"E, parallel with the South right of way line of State Road No. 520, a distance of 65.16 feet to the Point of Beginning. Said parcel contains 10.35 acres more or less.

ALLEN ENGINEERING, INC.

106 DIXIE LANE

COCOA BEACH, FLORIDA

SEPTEMBER 9, 1986

1065 REC.

[PAGE]

EXHIBIT "B"

2775

0620

SHEET 5



1. The bearings shown are based on the South right of way line of State Road No. 520 being N89°53'52"E.

ALLEN ENGINEERING, INC.  
106 DIXIE LANE  
COCOA BEACH, FLORIDA  
SEPTEMBER 9, 1986

EXHIBIT "B"

~~0621~~

SHEET 6

# 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  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35 and run S00°11'07"W, along the West line of the East  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 134.83 feet to the South right of way line of State Road No. 520 and the Point of Beginning of the following described parcel: thence N89°53'52"E, along said South right of way, a distance of 591.68 feet; thence S00°06'08"E, perpendicular to said 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 320.04 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 said 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 said 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 feet; thence N51°14'33"W a distance of 78.14 feet; thence S00°08'21"W, parallel with the East line of the West  $\frac{1}{4}$  of said Section 35, a distance of 855.22 feet; thence run N89°51'39"W, perpendicular to the East line of the West  $\frac{1}{4}$  of said Section 35, a distance of 429.65 feet; thence S00°10'37"W a distance of 788.75 feet; thence S89°42'30"W parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 230.06 feet; thence S00°11'07"W parallel with the West line of the East  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35 a distance of 10.0 feet; thence S89°42'30"W, parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 105.0 feet to a point lying on the West line of the East  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35; thence N00°11'07"E along said West line, a distance of 2027.59 feet to the Point of Beginning containing 27.55 acres more or less.

## LEGAL DESCRIPTION PHASE III

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  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35 and run S00°11'07"W, along the West line of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 134.83 feet to the South right of way line of State Road No. 520; thence continue S00°11'07"W, along the West line of the East  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 2027.59 feet to the Point of Beginning of the following described parcel of land: thence continue S00°11'07"W along said West line, a distance of 488.59 feet to the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35; thence S00°08'09"W, along the West line of the East  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 35, a distance of 85.00 feet; thence N89°42'30"E, parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 70.0 feet; thence N27°35'07"E a distance of 22.63 feet; thence N89°42'30"E, parallel with said South line, a distance of 1250.54 feet to a point lying on the East line of the West  $\frac{1}{4}$  of said Section 35; thence N00°08'21"E along said East line a distance of 65.0 feet to the Southeast corner of the Northwest  $\frac{1}{4}$  of said Section 35; thence continue N00°08'21"E along said East line, a distance of 1154.85 feet; thence N89°51'39"W, perpendicular to the said East line of the West  $\frac{1}{4}$  of Section 35, a distance of 485.0 feet; thence N00°08'21"E, parallel with said East line a distance of 125.0 feet; thence N89°51'39"W perpendicular to said East line, a distance of 509.97 feet; thence S00°10'37"W, a distance of 788.75 feet; thence S89°42'30"W, parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 230.06 feet; thence S00°11'07"W, parallel with the West line of the East  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 10.0 feet; thence S89°42'30"W, parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 105.0 feet to the Point of Beginning, containing 33.77 acres, more or less.



## SKETCH OF SURVEY



1. The bearings shown are based on the South right of way line of State Road No. 520 being N89°53'52"E.

SCALE 1" = 400'

ALLEN ENGINEERING, INC.  
106 DIXIE LANE  
COCOA BEACH, FLORIDA  
SEPTEMBER 9, 1986

DEF. REC.

EXHIBIT "B"

PAGE

SHEET 8

# FOREST LAKES OF COCOA, A CONDOMINIUM

## LEGAL DESCRIPTION PHASE IV

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  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35 and run S00°11'07", along the West line of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 134.83 feet to the South right of way line of State Road No. 520; thence continue S00°11'07"W, along the West line of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 2516.19 feet to the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35; thence S00°08'09"W, along the West line of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 35, a distance of 85.0 feet to the Point of Beginning of the following described parcel: thence N89°42'30"E, parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 70.0 feet; thence N27°35'07"E a distance of 22.63 feet; thence N89°42'30"E, parallel with said South line, a distance of 1250.54 feet to a point lying on the East line of the West  $\frac{1}{2}$  of said Section 35; thence S00°08'21"W along said East line a distance of 325.0 feet; thence S89°42'30"W, parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 1330.95 feet to a point lying on the West line of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 35; thence N00°08'09"E along said West line a distance of 305.0 feet to the Point of Beginning containing 9.89 acres more or less.

## LEGAL DESCRIPTION PHASE V

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  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35 and run S00°11'07"W along the West line of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 134.83 feet to the South right of way line of State Road No. 520; thence continue S00°11'07"W, along the West line of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 2516.19 feet to the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35; thence S00°08'09"W, along the West line of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 35, a distance of 390.0 feet to the Point of Beginning of the following described parcel: thence N89°42'30"E, parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 1330.95 feet to a point lying on the East line of the West  $\frac{1}{2}$  of said Section 35; thence S00°08'21"W, along said East line, a distance of 225.0 feet; thence S89°42'30"W, parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 1330.92 feet to a point on the West line of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 35; thence N00°08'09"E, along said West line a distance of 225.0 feet to the Point of Beginning containing 6.88 acres more or less.



# FOREST LAKES OF COCOA, A CONDOMINIUM

## LEGAL DESCRIPTION PHASE VI

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  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35 and run S00°11'07"W along the West line of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 134.83 feet to the South right of way line of State Road No. 520; thence continue S00°11'07"W, along the West line of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 2516.19 feet to the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35; thence S00°08'09"W, along the West line of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 35, a distance of 615.0 feet to the Point of Beginning of the following described parcel: thence N89°42'30"E, parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 1330.93 feet to a point lying on the East line of the West  $\frac{1}{2}$  of said Section 35; thence S00°08'21"W, along said East line, a distance of 225.0 feet; thence S89°42'30"W, parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 1330.92 feet to a point on the West line of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 35; thence N00°08'09"E, along said West line a distance of 225.0 feet to the Point of Beginning containing 6.88 acres more or less.

ALLEN ENGINEERING, INC.  
106 DIXIE LANE  
COCOA BEACH, FLORIDA  
SEPTEMBER 9, 1986

OFF REC.

2775

EXHIBIT "B"

(PAGE)

0625

SHEET 10

# FOREST LAKES OF COCOA, A CONDOMINIUM

## LEGAL DESCRIPTION PHASE VI

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  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35 and run S00°11'07"W along the West line of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 134.83 feet to the South right of way line of State Road No. 520; thence continue S00°11'07"W, along the West line of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 2516.19 feet to the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35; thence S00°08'09"W, along the West line of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 35, a distance of 840.0 feet to the Point of Beginning of the following described parcel: thence N89°42'30"E parallel with the South line of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 1330.92 feet to a point lying on the East line of the West  $\frac{1}{2}$  of said Section 35; thence S00°08'21"W, along said East line, a distance of 484.80 feet to the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 35; thence continue S00°08'21"W, along the East line of the West  $\frac{1}{2}$  of Section 35, a distance of 1305.23 feet; thence S89°38'44"W, parallel with the South line of the Southwest  $\frac{1}{4}$  of said Section 35, a distance of 1330.82 feet to a point lying on the West line of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 35; thence N00°08'09"E, along said West line a distance of 1791.48 feet to the Point of Beginning containing 54.71 acres more or less.

## LEGAL DESCRIPTION PHASE VII

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  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35 and run S00°11'07"W along the West line of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 134.83 feet to the South right of way line of State Road No. 520; thence continue S00°11'07"W, along the West line of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of said Section 35, a distance of 2516.19 feet to the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 35; thence S00°08'09"W, along the West line of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 35, a distance of 2631.48 feet; thence N89°38'44"E parallel with the South line of the Southwest  $\frac{1}{4}$  of said Section 35, a distance of 1330.82 feet to a point lying on the East line of the West  $\frac{1}{2}$  of said Section 35 and the Point of Beginning of the following described parcel; thence N89°37'44"E parallel with the South line of the Southeast  $\frac{1}{4}$  of said Section 35, a distance of 1331.86 feet to a point lying on the East line of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 35; thence N00°07'07"E along said East line, a distance of 1304.33 feet to the Northeast corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 35; thence S89°40'03"W along the North line of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 35, a distance of 1331.39 feet to the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 35; thence S00°08'21"W along the East line of the West  $\frac{1}{2}$  of said Section 35, a distance of 1305.23 feet to the Point of Beginning containing 39.89 acres more or less.



# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles  
of Incorporation of      FOREST LAKES OF COCOA CONDOMINIUM  
ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida,  
filed on      JANUARY 5, 1987.

The document number of this corporation is      N18599.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
5th      day of      January, 1987.



CR2E022 (10-85)

George Firestone  
Secretary of State