

FOREST LAKES OF COCOA, A CONDOMINIUM

RULES AND REGULATIONS

Definitions:

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

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

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

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

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

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

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

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

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

Rules Part of Documents:

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

Rule 1 - Park Use and Occupancy:

A. Adult Park. This is an adult park. Only persons forty-five (45) years of age and older will be accepted as residents. In the case of a couple, only one spouse need be that age. This rule shall not apply to the resident manager employed by the Association or his (her) children residing with him (her).

B. Number of Residents. No more than three (3) persons shall live in any one on-site RV as residents in Phase I of Forest Lakes of Cocoa, a Condominium.

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

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

E. Mobile Homes Permitted. 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 II and subsequent phases, except that a double-wide mobile home more than one (1) year old

Rule 1 A
Changed '96
Pages 73, 74

Rule 1 B
Amended '07
Page 79

Rule 1 E
Amended '89
Page 32
Amended '05
Page 78

Rule 1 A
Amended '89
Page 32
Amended '92
Page 58
Amended '95
Page 72

Rule 1 F.
Amended '91
Page 51

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 lap siding and asphalt or fiberglass shingles.

F. Park Facilities. Use of common areas, facilities and buildings is restricted to owners and residents and their invited guests.

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

Rule 2 B.
Amended '89
Page 32

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

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

Rule 3 - RV and Mobile Home Appearance: In order to maintain a high standard of appearance in the park, the Board reserves the right to approve or reject an RV, or mobile home, for on-site placement in the park because of its poor condition or appearance.

Rule 4 A
Amended '89
Page 32

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

A. Tie Downs: Tie down as required by Florida law.

Rule 4 B.
Amended '89
Page 32

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

Rule 6
Repealed '90
Page 45

Rule 5 - Lot Layout: RVs, mobile homes, all attachments, carports, sheds, awnings and other additions to each site shall comply with minimum lot line set-back restrictions. *shall be deleted*

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

Rule 7 - Questions on Park: All notices, questions and problems having to do with the park should be addressed to the Board at the offices of the Board.

Rule 9.
Amended '09
Page 83

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

Rule 9 - Pets: Unit owners may have only one customary household pet per condominium unit subject to the following rules hereinafter set forth.

Rule 9 A.
deleted and B.
is now A. etc.
Changed '89
Page 33

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

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

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

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

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

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

G. Disturbances: A pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting, squawking, quacking or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance, subject to written complaint.

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

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

Rule 10
Repealed '92
Page 58

Rule 10 - Landscaping: The cost and implementation of landscaping of the site (with the exception of the initial landscaping that may be done by the Developer) is expressly assumed by the resident. All plans for landscaping must be approved in writing by the board prior to installation. Each approved landscaping alteration must be completed within thirty (30) days of such approval.

Rule 10
Amended '90
Page 45

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

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

B. Digging: If an owner or resident plans to do any digging on his site, the Board must be contacted first so that placement of

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

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

Rule 11 D
Amended '91
Page 51

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

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

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

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

Rule 11 H
Amended '89
Page 33

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

(1) On Saturday and Sunday.

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

Rule 12 - Utilities:

A. Utility Line Maintenance: Maintenance of all utility lines on the site which are not common elements or owned by a public utility is the site owner's responsibility, and maintenance and use of such lines must comply with applicable laws and regulations. Permission to alter existing park wiring, sewer or plumbing must be obtained in writing from the Board. Such alterations will be at the expense of the resident. The Association is responsible for the normal maintenance and replacement of utility lines and facilities which are common elements as may be needed due to normal usage and age. In the

event the association must do repair work which is the direct result of negligence of a resident or a site owner, or either's contractor or agent, then the site owner shall pay the full costs for the repairs plus a 20% overhead fee upon billing with his next regular quarterly site owner assessment. Should any litigation, including appellate proceedings arise out of the enforcement of this provision, the association shall be entitled to court costs and attorney fees.

B. Connecting to Utility Lines: The resident is responsible for all user costs related to connection of the RV or mobile home to existing on-site facilities (electrical pedestal, sewer terminal, water faucet, etc.) The resident also is responsible for all permits, deposits and charges regarding utilities including telephone, cable TV and other facilities.

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

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

Rule 13 - Trash Disposal:

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

Rule 14 - Aerials and Antennas:

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

Rule 15 - Citizen Band/Ham Radio Interference:

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

Rule 16 - Disturbing Noises:

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

Rule 17 - Alcoholic Beverages:

Consumption or possession of alcoholic beverages is prohibited in park buildings and recreation areas except for special occasions approved by the Board in writing prior to the event.

-Rule 18 - Drug Use:

Unlawful use of any drug or narcotic substance in the park is prohibited and will be reported to the appropriate law enforcement agency.

Rule 19 A
Amended '90
Page 45

Rule 19 - Vehicle Control:

A. Identification: Each motor vehicle shall be registered with the Board and must bear identification prescribed by the Board.

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

Rule 19 D
Changed '91
Added Rule 1
D. (1), (2), (3)
Page 51

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

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

Rule 19 E
Amended '90
Page 45

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).

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

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

H. Vehicle Repairs: Vehicle repair and maintenance on a site is permitted until an area for such purpose is designated by the Board. Continuous use of any such area by any resident for a period longer than one day is discouraged and longer than two days is prohibited. Washing and polishing of vehicles is permitted on the site.

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

Rule 19 J
Amended '91
Page 51

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

Rule 19 K
Amended '91
Page 52

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

Rule 19 L
Amended '89
Page 33

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

Rule 20 - Children Guests:

A. Host's Responsibility: Children guests are the responsibility of the host resident.

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

Rule 21 A
Amended '92
Page 58

Rule 21 - Additions and Alterations:

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

Rule 21 B
Amended '92
Page 58

B. Sheds: One shed of a design, size and construction prescribed by the Board, may be placed on each site at a location prescribed by the Board. The design and construction of the shed shall be done in such a way so as to obtain uniformity and aesthetic compatibility.

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

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

Rule 21 E
Amended '89
Page 33

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

Rule 21 F (1)
Amended '09
Page 82

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 from the rear (lake front) lot line. A dock shall contain a surface area of no more than ninety (90) square feet beyond the rear (lake front) lot line. No dock or deck shall be constructed without the prior written approval of the Board.

Added
Rule 21 F (2)
Decks '90
Page 45
Rule 21 F (3)
Materials '90
Page 46
Amended
Decks '09
Page 82

G. Sea Wall:

H. Other: Other accessories may be permitted if approved in writing by the Board.

Rule 21 F
Amended '89
Page 33
Amended '90
Page 45

Added Sea Wall
Rule 21 G
Changed '89
Page 34

Rule 22 - Lake:

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

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

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

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

Rule 23 - Miscellaneous:

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

B. Fires: Open fires are prohibited. For purposes of these

DOF REC.

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rules, controlled barbeque grill fires are not considered to be open fires.

C. Smoking: Smoking in park buildings is prohibited.

✓ D. Wells: Water wells are prohibited.

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

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

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

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

Rule 24
Amended '90
Page 50

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

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

RULES AND REGULATIONS ADDED

Rule 25. Swimming Pool added 1991 Page 52

Rule 26. Rule Violations added 1991 Page 52

Rule 27. Unit Owners Participation in Board Meeting, Committee Meetings and Unit Owners Meetings. Added 1992 Page 59

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CONDOMINIUM LEASE

BY THIS AGREEMENT between **FOREST LAKES OF COCOA, LTD.**, a Florida Limited Partnership, of 1901-6 Highway 1A1A, Indian Harbour Beach, Florida 32937, hereinafter called the Lessor, and _____, hereinafter called the Lessee, Lessor rents to Lessee Unit No. _____ of **FOREST LAKES OF COCOA**, a Condominium, PHASE ONE, according to the Declaration thereof as recorded in O. R. Book _____, Page _____, of the Public Records of Brevard County, Florida, located at 1901-6 Highway 1A1A, Indian Harbour Beach, Florida 32937, to be used and occupied by Lessee as a residence, for no other use or purpose whatsoever. The term of this lease is for _____ commencing on the _____ day of _____, 19____, and terminating on the _____ day of _____, 19____. Rent is payable in advance in installments of _____ Dollars (\$ _____) per month, payable at the office of Lessor at 1901-6 Highway 1A1A, Indian Harbour Beach, Fl 32937 or at such other place to such other person or agent as Lessor may designate in writing commencing on the _____ day of _____, and on the same day of each month thereafter for the term of this lease as provided.

On execution of this lease, Lessee deposits with Lessor the additional sum of _____ Dollars (\$ _____), receipt of which is hereby acknowledged by Lessor, as security for the full faith and performance by Lessee of this lease. Such deposit shall accumulate interest at the rate of 5.5%. Upon vacating the premises or termination of the lease, Lessor shall return such deposit to Lessee in the manner provided by statute. _____ Dollars (\$ _____) of said deposit shall be applied to the last month's rent.

It is further mutually agreed between the parties as follows:

- Lessor:
1. Lessee shall not, without the written consent of
 - a. Assign this lease or sublet the premises or any part thereof;
 - b. Use or permit the use of the premises or any part thereof for any purpose other than as above stipulated; and
 - c. Make any alterations in or additions to the premises.

Lessor expressly covenants that such consent shall not be reasonably or arbitrarily refused.

All additions, fixtures or improvements made by Lessee that cannot be removed without damaging the premises shall become the property of Lessor and shall remain on the premises as part thereof and shall be surrendered with the leased premises at the termination of this lease.

2. All personal property placed in the leased premises shall be at the risk of Lessee or the owner of such personal property. Lessor shall not be liable for any loss or damage to such personal property or for any injury to Lessee arising through the accidental bursting of pipes, leaking of water or from any act of negligence of any kind of any co-tenant, occupant or any person other than Lessor, his agents and employees.

3. Without charge to Lessee, Lessor shall provide water to the Lessee. The Lessee shall be responsible for all other utilities furnished to the condominium unit.

Should any of the electrical equipment belonging to the leased premises become unserviceable, Lessor shall have a reasonable time, after notification, to determine the responsibility and have the same repaired, without any liability to Lessee for damage or inconvenience.

4. In the event the leased premises are destroyed or registered untenable by fire, storm, earthquake or other casualty not caused by the negligence of Lessee, this lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental shall then be accounted for between Lessor and Lessee up to the time of such injury or destruction of the premises, Lessee paying up to such date and Lessor refunding the rents collected beyond such date. Should a part only of the leased premises thereby be rendered untenable, the rental shall abate in the proportion that the injured part bears to the whole leased premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

5. In the event possession cannot be delivered to Lessee on commencement of the lease term through no fault of Lessor or its agents, there shall be no liability on Lessor or its agents but the rental herein provided shall abate until possession is given. Lessor or its agents shall have five (5) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the leased premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time through no fault of Lessor or its agents, then this lease and all rights hereunder shall be at an end.

6. a. The following are conditions on which this lease is made and accepted:

1) Prompt payment of the rent, monthly in advance, as specified.

2) Performance of all other covenants contained in this lease.

3) Faithful observance of the rules and regulations set forth in the prospectus of FOREST LAKES OF COCOA, a Condominium, PHASE ONE, and faithful observance of the rules and regulations set forth in the Declaration of Condominium of FOREST LAKES OF COCOA, a Condominium, as recorded in O. R. Book , Page , of the Public Records of Brevard County, Florida.

b. If Lessee fails to comply with any of the material provisions of this lease other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute within seven (7) days after delivery of a written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the lease by reason thereof, Lessor may terminate the lease.

c. If Lessee fails to pay rent when due and the default continues for three (3) days after delivery of written demand by Lessor for payment of the rent or possession of the premises, Lessor may terminate the lease.

d. Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the premises, Lessee agrees to pay all expenses so incurred, including reasonable attorney's fees.

7. Lessor or his agent shall have the right to enter the leased premises during all reasonable hours to inspect the same or to make repairs, additions or alterations as may be deemed necessary for the safety and/or comfort of residents of the condominium or for the preservation of leased premises. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this agreement or to the rules and regulations of FOREST LAKES OF COCOA, a Condominium.

8. Lessee agrees to maintain the leased premises in the same condition, order and repair as they are at the commencement of the lease term, excepting only reasonable wear, and to make good to Lessor, immediately on demand, any damage to the heating or water apparatus or electric lights or wires or any fixtures, appliances or appurtenances of the leased premises caused by any act or neglect of Lessee or any person or persons in the employ or under the control of Lessee.

9. If Lessee abandons or vacates the leased premises or is disposed for cause by Lessor before the termination of this lease or any renewal thereof, Lessor may, on giving three (3) days written notice to Lessee, declare this lease forfeited and shall, in such event, make reasonable efforts to relet the premises. Lessee shall be liable to Lessor for all damages suffered by Lessor by reason of such forfeiture. Damages shall include, without limitation, the following:

a. All actual damages suffered by Lessor until the property is relet and the rent reserved under this lease;

b. The difference between the rent received when the property is relet and the rent reserved under this lease.

Until the premises have been relet Lessee agrees to pay to Lessor, on the same days as rental payments are due under this lease, the actual damages suffered by Lessor since the last payment, either of rent or damages, was made.

After the premises have been relet Lessee agrees to pay to Lessor, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this lease for that period.

10. Lessor's failure to take advantage of any default on the part of Lessee shall not be construed as a waiver thereof, nor shall any custom or practice that may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of Lessor to insist on the performance of the provisions hereof.

EXECUTED this ____ day of _____, 19 ____,
by Lessor.

FOREST LAKES OF COCOA LTD.
a Florida limited partnership,

By: _____
Lessor

Witness

Witness

EXECUTED this ____ day of _____, 19 ____,
by Lessee.

Witness

Lessee

Witness

**ESTIMATED OPERATING BUDGET
FOR FOREST LAKES OF COCOA, A CONDOMINIUM
PHASES I and II**

176 Units
For 12 Month Period
January 1, 1988 to December 31, 1988

	<u>Operating Expenses</u>	<u>Per Month</u>	<u>Annual</u>
(1)	Administration	\$365	\$4380
(2)	Management Fees	420	5040
(3)	Maintenance Grounds Maintenance Bldg. Maintenance, including public areas	2500	30,000
(4)	Rent for recreational and other commonly used facilities	NONE	NONE
(5)	Taxes upon Association property including leased areas	NONE	NONE
(6)	Insurance	440	5280
(7)	Exterminating	NONE	NONE
(8)	Security Provisions	1200	14,400
(9)	Other Expenses Electricity (public areas) Water and Sewer (public areas) Sanitation	600	7200
(10)	Miscellaneous Expenses	100.00	1200
(11)	Operating Capital	140.33	1684
(12)	Fee to Division	14.67	176
(13)	Reserves:		
	Roof Replacement	120	1440
	Building Painting	80	960
	Pavement Resurfacing	180	2160
		\$6160.00	\$73,920.00

Assessments for Individual Units

All units in Phases I and II = \$35.00 per unit per month.

All units in Phases I and II = \$420.00 per unit per year.

Total Monthly Income from Assessments of
all Units in Phases I and II = **\$ 6,160.00**

Total Annual Income from Assessments of
all Units in Phases I and II = **\$73,920.00**

ESTIMATED OPERATING BUDGET
176 Units
January 1, 1988 to December 31, 1988

	<u>ROOF</u>	<u>BUILDING PAINTING</u>	<u>PAVEMENT RESURFACING CONCRETE</u>
Estimated Life	15 years	3 years	20 years
Estimated Remaining Useful Life	15 years	3 years	20 years
Estimated Replacement Cost	\$21,600	\$2,880.00	\$43,120.00
Current Reserve	\$451.21	\$118.79	\$570.00

DEVELOPER GUARANTEE

DEVELOPER GUARANTEES THAT FROM THE RECORDING OF THE DECLARATION OF CONDOMINIUM UNTIL DECEMBER 31, 1988, THE ASSESSMENT SHALL NOT EXCEED FOUR HUNDRED TWENTY AND NO/100 DOLLARS (\$420.00) ANNUALLY, AND THE DEVELOPER COVENANTS AND AGREES TO PAY ANY AMOUNT OF COMMON EXPENSES INCURRED DURING THIS PERIOD WHICH ARE NOT PRODUCED BY THE ASSESSMENTS AT THE GUARANTEED LEVEL RECEIVABLE FROM OTHER CONDOMINIUM UNIT OWNERS. THIS GUARANTEE IS GIVEN IN CONSIDERATION OF ITS BEING EXCUSED FROM PAYMENT OF ITS SHARE OF COMMON EXPENSE DURING THE AFORESAID PERIOD PURSUANT TO FLORIDA STATUTE 718.116(3)(a)2. THE GUARANTEE IS SET FORTH IN SECTION 8.2 OF THE DECLARATION OF CONDOMINIUM.

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EXHIBIT N

**ESTIMATED OPERATING BUDGET
FOR FOREST LAKES OF COCOA, A CONDOMINIUM
Phases I through VIII**

518 Maximum Units
For 12 Month Period

	<u>Operating Expenses</u>	<u>Per Month</u>	<u>Annual</u>
(1)	Administration	1077.44	12929.28
(2)	Management Fees	1243.20	14918.40
(3)	Maintenance		
	Grounds Maintenance		
	Bldg. Maintenance, including		
	public areas	5397.56	64770.72
(4)	Rent for recreational and		
	other commonly used facilities	NONE	NONE
(5)	Taxes upon Association property		
	including leased areas	NONE	NONE
(6)	Insurance	1295.00	15540.00
(7)	Exterminating	NONE	NONE
(8)	Security Provisions	5397.56	64770.72
(9)	Other Expenses	1621.34	19456.08
	Electricity (public areas)		
	Water and Sewer (public areas)		
	Sanitation		
(10)	Miscellaneous Expenses	501.60	6019.16
(11)	Operating Capital	517.14	6205.64
(12)	Fee to Division	43.17	518.00
(13)	Reserves:		
	Roof Replacement	409.22	4910.64
	Building Painting	108.78	1305.36
	Pavement Resurfacing	518.00	6216.00
	TOTAL	\$18,130.00	\$217,560.00

Assessments for all units in
Phases I through VIII (maximum)

Per Unit \$35.00 per month
Per Unit \$420.00 per year

Total Monthly Income from Assessments
of all units = **\$18,130.00**

Total Annual Income from Assessments
of all units = **\$217,560.00**

ESTIMATED OPERATING BUDGET
518 Maximum Units

	<u>ROOF</u>	<u>BUILDING PAINTING</u>	<u>PAVEMENT RESURFACING CONCRETE</u>
Estimated Life	15 years	3 years	20 years
Estimated Remaining Useful Life	15 years	3 years	20 years
Estimated Replacement Cost	\$73,659.60	\$3,916.08	\$124,320.00
Current Reserve Cost	\$ 0.00	\$ 0.00	\$ 0.00

DEVELOPER GUARANTEE

DEVELOPER GUARANTEES THAT FROM THE RECORDING OF THE DECLARATION OF CONDOMINIUM UNTIL DECEMBER 31, 1988, THE ASSESSMENT SHALL NOT EXCEED FOUR HUNDRED TWENTY AND NO/100 DOLLARS (\$420.00) ANNUALLY, AND THE DEVELOPER COVENANTS AND AGREES TO PAY ANY AMOUNT OF COMMON EXPENSES INCURRED DURING THIS PERIOD WHICH ARE NOT PRODUCED BY THE ASSESSMENTS AT THE GUARANTEED LEVEL RECEIVABLE FROM OTHER CONDOMINIUM UNIT OWNERS. THIS GUARANTEE IS GIVEN IN CONSIDERATION OF ITS BEING EXCUSED FROM PAYMENT OF ITS SHARE OF COMMON EXPENSE DURING THE AFORESAID PERIOD PURSUANT TO FLORIDA STATUTE 718.116(8)(a)2. THE GUARANTEE IS SET FORTH IN SECTION 8.2 OF THE DECLARATION OF CONDOMINIUM.

CLOSING COSTS

Developer shall pay for the preparation of the contract and the deed to be delivered under the terms of the contract. Buyer shall pay for recording the deed and cost of documentary stamps required to be affixed to the deed. Title insurance is available at the Buyer's expense. If the Buyer desires financing, then the Buyer shall pay for all costs required to be paid by the lender, including but not limited to recording the mortgage, documentary stamps, intangible tax, credit report, appraisal and loan points. Property taxes will be prorated between the parties as of the date of closing.

EXAMPLE:

The closing costs for a Buyer will be as follows based upon an example purchase price of \$32,000.00. This example does not include costs to be paid by the Buyer if a portion of the purchase price is financed:

Documentary stamps on deed (.55/\$100)	\$176.00
Recording deed	6.00
	<u>\$182.00</u>

FOREST LAKES OF COCOA, A CONDOMINIUM
PHASE I

Cocoa, Florida

CONDOMINIUM UNIT PURCHASE AND SALE AGREEMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE OWNER (DEVELOPER). FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY OWNER (DEVELOPER) TO A PURCHASER.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OR RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. IF YOU DO NOT RECEIVE THE PUBLIC OFFERING STATEMENT/PROSPECTUS PRIOR TO SIGNING THIS AGREEMENT, YOU MAY CANCEL THIS AGREEMENT WITHIN TWO (2) YEARS FROM THE DATE OF SIGNING. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

THE CONDOMINIUM UNIT MAY HAVE BEEN PREVIOUSLY OCCUPIED.

This Condominium Unit Purchase and Agreement (herein referred to as the "Agreement") is made and entered into this _____ day of _____, 19__, by and between **FOREST LAKES OF COCOA, LTD.**, a Florida limited partnership, with mailing address c/o CLARK & BURGER, Attorneys at Law, 1901-6 Highway 1A, Indian Harbour Beach, FL 32937, hereinafter referred to as the "Owner"; and _____

whose address is _____

hereinafter referred to as the "Purchaser", which terms Owner and Purchaser shall include and bind their heirs, executors, legal representatives, successors, and assigns of the respective parties hereto whenever the context hereof so requires or admits;

W I T N E S S E T H:

WHEREAS, the Owner is in the process of developing a travel trailer and manufactured home community in Brevard County, Florida, as a condominium to be known as **FOREST LAKES OF COCOA**, a Condominium (hereinafter referred to as the "Condominium"), and

has submitted certain lands on which improvements are to be located (hereinafter referred to as the "Condominium Property") to the condominium form of ownership and use by recordation of a Declaration of Condominium for said condominium in Public Records of Brevard County, Florida; and

WHEREAS, the Purchaser is desirous of purchasing one of the Condominium units in the Condominium pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter set forth, the parties hereto mutually agree as follows:

1. PURCHASE AND SALE. The Owner does agree to sell, and Purchaser does hereby agree to buy, the following described real estate (hereinafter referred to as the "Unit") situated in Brevard County, Florida, to-wit:

Condominium Unit. No. _____ in that certain condominium known as **FOREST LAKES OF COCOA**, a Condominium, as shown by the Declaration of Condominium which has been recorded in Official Records Book _____, Page _____, Public Records of Brevard County, Florida, together with an undivided fractional interest in and to as well as the right of use of, the common elements of said Condominium.

2. PURCHASE TERMS.

Purchase Price of Condominium Unit \$ _____

Purchase Price of Mobile Home \$ _____

Initial Deposit paid prior to or upon execution of this Agreement \$ _____

Additional Deposit on or before _____ \$ _____

Purchase Money Mortgage and Note bearing interest at _____ % per annum, on the following terms:

(a copy of the Mortgage is attached hereto) \$ _____

Balance due at Closing by cash or Cashier's check (Subject to adjustments and prorations) \$ _____

TOTALS \$ _____ \$ _____