

**AMENDED AND RESTATED
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:~~

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOREST LAKES OF COCOA, A CONDOMINIUM ("Declaration" or "Amended and Restated Declaration"), is made this _____ day of _____, 2025, by FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a Florida not for Profit Corporation ("Association").

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of Forest Lakes of Cocoa, a Condominium (Phase 1) ("*Original Declaration*") was recorded at Book 2775, Page 593, in the Public Records of Brevard County, Florida, as amended by the Amendment to Declaration of Condominium of Forest Lakes of Cocoa, A Condominium, Phase 1 ("*First Amendment*") was recorded at Book 2855, Page 818, in the Public Records of Brevard County, Florida, as amended by the Amendment to Declaration of Condominium of Forest Lakes of Cocoa, A Condominium, Adding Phase 2 ("*Second Amendment*") was recorded at Book 2875, Page 2969, in the Public Records of Brevard County, Florida, as amended by the Amendment to the Amendment to Declaration of Condominium of Forest Lakes of Cocoa, A Condominium, Adding Phase 2 ("*Third Amendment*") was recorded at Book 2996, Page 4333, in the Public Records of Brevard County, Florida, as amended by the Amendment to Declaration of Condominium of Forest Lakes of Cocoa, A Condominium, Adding Phase 3 ("*Fourth Amendment*") was recorded at Book 3043, Page 2086, in the Public Records of Brevard County, Florida, as amended by the Amendments to Declaration of Condominium, By-Laws, and Rules and Regulations of Forest Lakes of Cocoa Condominium Association, Inc. ("*Fifth Amendment*") that was recorded at Book 3188, Page 4450, in the Public Records of Brevard County, Florida, as amended by the Certificate of Approval of Amendments of Forest Lakes of Cocoa Condominium Association, Inc. ("*Sixth Amendment*") that was recorded at Book 3565, Page 2065, in the Public Records of Brevard County, Florida, as amended by the Amendment to Declaration of Condominium, Articles, By-Laws, and Rules and Regulations of Forest Lakes of Cocoa Condominium Association, Inc. ("*Seventh Amendment*") that was recorded at Book 5446, Page 6183, in the Public Records of Brevard County, Florida, as amended by the Amendment to Declaration of Condominium, Articles, By-Laws, and Rules and Regulations of Forest Lakes of Cocoa Condominium Association, Inc. ("*Eighth Amendment*") that was recorded at Book 5759, Page 4412, in the Public Records of Brevard County, Florida, as amended by the Amendment to Declaration of Condominium, Articles, By-Laws, and Rules and Regulations of Forest Lakes of Cocoa Condominium Association, Inc. ("*Ninth Amendment*") that was recorded at Book 5761, Page 4579, in the Public Records of Brevard County, Florida, as amended by the Amendment to Declaration of Condominium of Forest Lakes of Cocoa, a Condominium ("*Tenth Amendment*") that was recorded at Book 5917, Page 7735, in the Public Records of Brevard County, Florida, as amended by the Certificate of Amendment to Declaration of Forest Lakes of Cocoa, a Condominium ("*Eleventh Amendment*") that was recorded at Book 6126, Page 2449, in the Public Records of Brevard County, Florida, as amended by the Certificate of Amendment to Declaration of Forest Lakes of Cocoa, a Condominium ("*Twelfth Amendment*") that was recorded at Book 7903, Page 1455, in the Public Records of Brevard County, Florida, as amended

by the Certificate of Amendment to Declaration of Forest Lakes of Cocoa, a Condominium ("Thirteenth Amendment") that was recorded at Book 8410, Page 2580, in the Public Records of Brevard County, Florida, as amended by the Certificate of Amendment to Declaration of Forest Lakes of Cocoa, a Condominium ("Fourteenth Amendment") that was recorded at Book 8449, Page 762, in the Public Records of Brevard County, Florida; the Original Declaration, and all amendments thereto, will be collectively referred to as the "Original Declaration" herein;

WHEREAS, the Association's membership has approved of the substantial amendment to and full integration of the Declaration into this Amended and Restated Declaration. Said Declaration is hereby amended in its entirety. In the event of any conflict between the Declaration and this Amended and Restated Declaration, this Amended and Restated Declaration shall take priority;

NOW and THEREFORE, the Association declares as follows:

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" Submission to Condominium Ownership. This Amended and Restated Declaration is made by the Association. The land subject to this Amended and Restated Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Amended and Restated Declaration. The covenants and restrictions contained in this Amended and Restated Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit or any other interest in the condominium property, or the lease, occupancy, or use of any portion of a unit or the condominium property, constitutes an acceptance and ratification of all provisions of this Amended and Restated Declaration as may be further amended from time to time, and an agreement to be bound by its terms.~~

2. Name and Address. The name 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
113 Rosewood Drive
Cocoa, Florida 32926

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.~~

The land and improvements submitted to the condominium form of ownership by the Original Declaration (hereinafter the "Land"), are legally described at Exhibit "A" to the Original Declaration,

Exhibit "A" to the Second Amendment to the Original Declaration, and Exhibit "A" to the Fourth Amendment to the Original Declaration. Said Second and Fourth Amendments provided for the annexation of additional real property within Phase II and Phase III of the development. The legal descriptions, surveys, and unit plans attached to the Original Declaration, the Second Amendment, and the Fourth Amendment, at Exhibit "A" respectively will be collectively referenced as Exhibit "A" herein unless context requires otherwise. Said exhibits are hereby incorporated by reference as though attached and fully set forth at length herein.

4. **Declaration Exhibits.** All references to "Exhibits" refer to said exhibit as it is attached to the Original Declaration or subsequent amendments thereto. All such exhibits to the Original Declaration and all subsequent amendments thereto are hereby incorporated by reference as though fully set forth herein and attached hereto.

5. **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:

5.1 **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.

5.2 **The Association.** The Association means FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a ~~non-profit~~ **not-for-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.

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

5.4 **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.

5.5 **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.

5.6 **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.

5.7 **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.

5.8 **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.

5.9 **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.

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

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

5.11 **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.

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

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

5.14 **Condominium Act.** ~~The Condominium Act means the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, 1979~~ Condominium Act means the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, as amended from time to time.

6. 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. community consists of three (3) completed phases with a total of 246 parcels subject to condominium ownership. 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.~~

6.1 Phase I consists of 96 ~~travel trailer units RV's and single wide park models~~. Phase I consists of a bathhouse, a sewage lift station and force. The general size of the Units included in this phase range between 1871 and 5798 square feet.

6.2 Phase II consists of ~~a minimum of 71 mobile home units and a maximum of 88 mobile home units~~ **58 manufactured houses**. Phase II also consists of a swimming pool, club house, dock, 4 shuffleboard courts, and 2 horseshoe pits. The general size of the Units included in this phase range between 5,000 and 10,000 square feet.

6.3 ~~Phase III consists of a minimum of 44 mobile home units and a maximum of 54 mobile home units~~ 92 manufactured houses. 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 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 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.~~

6.4 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~~ are contained within the condominium are shown on Exhibit "B", attached to the Original Declaration 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 nonmaterial changes in the legal description of each phase.~~

6.5 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~~.

7. Identification of Units. For the purpose of identification, all units in the area on said condominium property are given identifying numbers and delineated on a Graphic Plot Plan exhibit collectively identified as Exhibit "A", ~~Sheet 3, attached hereto and made a part of this Declaration and attached to the Original Declaration, the Second Amendment and the Fourth Amendment~~. 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, Phase II, and Phase III 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 to the Original~~

Declaration, the Second Amendment and the Fourth Amendment. 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.~~

7.1 Easement. The **Developer Association** reserves for itself, its successors, assigns, agents, employees, business and other invitees, guests or others under supervision, direction and control of the **Developer Association**, its successors and assigns, a nonexclusive 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 Association** 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 purpose.

(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~~ II and III.

(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 nonexclusive 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~~ to the Original Declaration.

(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~~ to the Original Declaration 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~~ Association 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 to the Original Declaration.

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~~ Association 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 to the Original Declaration ~~hereto~~.

8. Condominium Units; Common Elements. In Phase I, **Phase II and Phase III**, each of the unit Owners of the Condominium shall own an undivided ~~1/96th~~ 1/246 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.

8.1 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 attached to the Original Declaration.~~

(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 Original Declaration of Condominium.~~ The location of the Bathhouse is shown on Exhibit "A", ~~Sheet 3, attached to the Original Declaration of Condominium.~~

(c) Swimming Pool and Deck Area. A swimming pool, which is a common element, ~~shall be~~ has been 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 area of 765 sq. ft.~~ The swimming pool has a capacity of ~~thirty-five (35)~~ twenty-two (22) people. ~~The swimming pool is not heated.~~ The swimming pool and deck area are shown in Exhibit "A" ~~Sheet~~ attached to the original Declaration ~~of Condominium.~~

(d) Outside Lighting. An outside lighting system, which is a common element, ~~shall be~~ has been 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.~~

(e) Fence. All security fences are common elements and are to be maintained with Forest Lakes of Cocoa Condominium Association, Inc. funds. ~~The fences to the North and East are common elements, while the fence to the West is a limited common element.~~

(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~~ 180 people. The recreation building is shown and described in more detail in Exhibit "K", ~~attached to the~~ original Declaration ~~of Condominium~~.

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

8.2 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.

9. 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.

9.1 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.

9.2 No Unit Owner may be excused from the payment of ~~his~~ their 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).~~

9.3 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.~~

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

10.1 Common Elements. The maintenance and operations of the Common Elements shall be the responsibility of the Association and expense associated therewith shall be designated as Common Expense. After the completion of the improvements, including the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without prior authorization by the Board of Directors of the Association, and ratified by the affirmative vote of Unit Owners casting not less than a majority of the total votes of the members of the Association present at any regular or special meeting of the Unit Owners called for that purpose or by written agreement. The cost of the foregoing shall be assessed as Common Expenses. There shall be no change in the shares and rights of Unit owners in the Common Elements altered or further improved whether or not the Unit Owner contributes to the cost of such alteration or improvements. The cost of such work shall not be assessed against a bank, life insurance company, savings and loan association or other Institutional first mortgages upon the Unit owned, unless such owner shall approve the alteration or improvements, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. ~~Further, this paragraph shall have no application to the right vested in the developer pursuant to the provision of paragraph 5 above.~~

10.2 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 prior 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.

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

(a) All contracts as further described herein or any contract that is not to be fully performed within one (1) year from the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purpose under this chapter, and all contracts for the provision of services shall be in writing. Where a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association on behalf of any condominium operated by the Association in the aggregate exceeding \$1,000, the

Association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid.

(b) Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorneys and accountants services shall not be subject to the provisions of this section.

(c) Nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency.

(d) This section shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association.

(e) Nothing contained herein shall excuse a party contracting to provide maintenance or management services from compliance with F. S. 718. 3025.

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

11. Assessments.

11.1 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.

11.2 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.

11.3 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 **accelerate the payment and** 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.

11.4 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. 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 mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its continuing lien shall be payable by the Unit Owner and secured by such continuing lien. The Association's continuing lien shall also include those sums advanced on behalf of a Unit Owner on payment of his obligation. The Board of Directors may take such action as they deem necessary to collect

assessments by personal action, or by enforcing and foreclosing said continuing liens, and may settle and compromise the same, if in the best interest of the Association. Said continuing liens shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act, except as herein provided. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien.

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

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

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

12. The Association. The name of the Association responsible for the operation of the Condominium is FOREST LAKES OF COCOA CONDOMINIUM ASSOCIATION, INC., a not-for-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 **as any of such documents may be amended from time to time**. The Articles of Incorporation are attached ~~hereto~~ as Exhibit "C" **to the Original Declaration** and are incorporated herein.

12.1 By-Laws. The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws, **as amended from time to time**, a copy of which is incorporated herein and attached ~~thereto~~ as Exhibit "D" **to the Original Declaration**. 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.~~

12.2 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.~~

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

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

to the Board, in its sole discretion. Failure to provide said affirmation within fourteen (14) days of such request by the Board shall constitute an independent violation of this Declaration and shall further establish a rebuttable presumption that the Owner and/or tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or tenant by a preponderance of evidence.

13.2 Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a condominium parcel shall be accompanied by an application fee in an amount to be set by the Board of Directors to cover the cost of contacting the references given by the applicant, and such other costs incurred by the Association related to the review of any such application up to the maximum amount authorized by Section 718.112(2)(k), Florida Statutes.

13.3 By acceptance of a deed to a Condominium Unit, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. The Association shall be an authorized agent of the Owner for the purposes stated in this Section 13. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section 13, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an assessment that is collectable pursuant to Section 11 of this Declaration. All Lease Agreements shall require the Condominium Unit to be used solely as a private single-family residence. Each leased Condominium Unit shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. Professional caregivers are only allowed to occupy the Condominium Unit while the person being cared for resides in said Condominium Unit. During such time as a Condominium Unit is leased, the Owner of such Condominium Unit shall not enjoy the use privileges of the Common Areas appurtenant to such Condominium Unit. Only the authorized tenant has the right to use common area and amenities while the unit is rented.

13.4 Caregivers can only reside in the unit while the person being cared for resides in the unit.

14. **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 to the Original Declaration~~ as Exhibit "L", contained in its By-Laws, or which are imposed as ordinances by Brevard County. The rules and regulations are as follows:

14.1 See Rules and Regulations attached ~~hereto to the Original Declaration~~ as Exhibit "L", **as subsequently amended from time to time, which are specifically incorporated herein** and made a part hereof.

14.2 No person shall use the Common Elements or any part thereof or 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.~~

14.3 This entire paragraph ~~13~~ **14** 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 these 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, or 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.

14.4 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 majority vote and formal resolution of the Board of Directors of 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.~~

15. Insurance.

15.1 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.

15.2 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.

15.3 Benefitted Parties. All policies purchased by the Association shall be for the benefit of the Association, all Unit owners and their mortgagees, 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.

15.4 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.

15.5 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.

15.6 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.

15.7 Liability Insurance on Lake. The Association 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) to cover property damage and personal injury claims related to the Lake within the community.

16. 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, or 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:

16.1 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.

16.2 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 appurtenances, or of the Common Elements or of the Limited Common Elements.

16.3 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.~~

16.4 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.

17. 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. The Condominium may be terminated in accordance with the provisions of Section 718.117, Florida Statutes, as it exists on the date of recording this Declaration.~~

18. Miscellaneous.

18.1 The Condominium Unit Owners shall solely own the water pipes from the water meter to the recreational vehicle or ~~mobile home~~ manufactured housing. The Condominium Unit Owner shall solely own the sewer pipes from the point the recreational vehicle or ~~mobile home~~ manufactured housing is connected to said sewerage pipe to the recreational vehicle or ~~mobile home~~ manufactured housing. 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~~ **manufactured housing** 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.

18.2 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.

18.3 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.

18.4 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 appurtenance 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.

18.5 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.

18.6 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.~~

~~18.7 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.

18.8 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.~~

18.9 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.

18.10 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.~~

18.11 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.

18.12 No amendment to the Declaration may permit timeshare 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.

19. Amendment to Declaration.

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

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

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