

RETURN TO
Associated Land Title Group, Inc.
P.O. BOX 1658
Melbourne, FL 32902 - 1653

STATEMENT OF PROTECTIVE COVENANTS

CHATEAU IN THE PINES
SECTION NO. 3

THIS STATEMENT OF PROTECTIVE COVENANTS made this 23rd day of March 1982, by SECOND 9-8 FLD RIDA COMPANY, LIMITED, a limited partnership organized and existing under the laws of the State of Florida, hereinafter called the Developer.

WITNESSETH:

WHEREAS, the Developer is developing a parcel of land in Brevard County, Florida, as a community of individually owned apartment residences (hereinafter called Apartments), which it is offering for sale; and

WHEREAS, this Community is known as CHATEAU IN THE PINES; and

WHEREAS, a Boundary Line Survey of all of the land of CHATEAU IN THE PINES is attached hereto as Exhibit A; and

WHEREAS, the Developer has constructed a building containing four (4) apartments upon a portion of the land described in Exhibit A; and

WHEREAS, such portion is described as Section No. 3 ; and

WHEREAS, part of the land of Section No. 3 will be conveyed to the purchasers of Apartments and the remainder will be conveyed to CHATEAU IN THE PINES HOMEOWNERS ASSOCIATION, INC., the Florida not-for-profit corporation (hereinafter called the Association) responsible for the management of matters of common interest to all owners of Apartments at CHATEAU IN THE PINES; and

WHEREAS, the part of Section No. 3 that will be conveyed to the purchasers of Apartments (each acquiring a separate portion thereof) is described as Parcel No. 3 ; and

WHEREAS, a Survey of the land of Section No. 3 (showing Parcel No. 3 within its boundaries) is attached hereto as Exhibit B; and

WHEREAS, the Developer and the Association desire to provide for the uniform and efficient management of matters of common interest to all owners of Apartments at CHATEAU IN THE PINES.

NOW, THEREFORE, the Developer hereby declares that all the property described in Exhibit B attached hereto shall be sold and conveyed subject to the following easements, restrictive covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in said property or any part thereof, and heirs, successors and assigns and shall inure to the benefit of each owner thereof.

REC FEE \$ 46.00 REC'D PAYMENT AS
DOC ST. \$ _____ INDICATED FOR CLASS
MAY TAX \$ _____ 1/2 REVENUE & DOC
SER CHG \$ _____ STAMP TAXES SHOWN
REFUND \$ _____

Check for and Count for and Give to Agent

THIS INSTRUMENT PREPARED BY
ELTING L. STORIS
STORIS, REAL ESTATE BROKER,
DUKE L. STORIS
POST BOX 5, 32901
MELBOURNE, FLORIDA 32901

OFF. REC.

2576

PAGE

0545

493701

APR 11 PM 3:05

1. OWNERSHIP OF APARTMENTS

The Apartments are located in one (1) building containing a total of four (4) apartments. The Developer will convey fee simple title to each Apartment (which will consist of a parcel of land, upon a part of which is located a portion of the building) by Warranty Deed.

The walls dividing Apartments will be party walls and utility lines and facilities serving more than one (1) Apartment will be used in common by the owners of Apartments, as set forth in a Statement of Party Facilities to be recorded by the Developer in the public records of Brevard County, Florida.

2. COMMUNITY PROPERTY

All of the land described in Exhibit A except such portions thereof as constitute parts of Apartments, will be conveyed to CHATEAU IN THE PINES HOMEOWNERS ASSOCIATION, INC., and will be known as community property. It will include, but not be limited to roadways, parking areas and unimproved areas.

The Association will administer the community property in accordance with the provisions of this Statement of Protective Covenants, the Articles of Incorporation of the Association, the Bylaws of the Association and the rules and regulations from time to time made and amended by the Association.

Each Apartment owner, his mortgagees, lessees and guests will perpetually have the full and free right to use and enjoy all of the community property, subject only to the rights of any others (including the owners of all other Apartments of CHATEAU IN THE PINES located upon other portions of the land described in Exhibit A, their mortgagees, lessees and guests) who may also be entitled to the use of any of this property. This includes the right of ingress and egress to the Apartments.

The Association will assign the use of automobile parking spaces to Apartment owners, which will be located upon the land described in Exhibit B, or in the immediate vicinity thereof. Such assignments may from time to time be changed by the Association.

The Developer, for each Apartment owned within the property described in Exhibit A, hereby covenants, and each owner of any Apartment by acceptance of a deed, is deemed to covenant and agree to pay the Association (a) annual assessments or charges and (b) special assessments for capital improvements, and unanticipated repair or replacement expenses, such assessments to be established and collected as hereinafter provided.

3. MAINTENANCE OF COMMUNITY PROPERTY

The costs of maintaining all community property at CHATEAU IN THE PINES will be estimated by the Association, on an annual basis, in advance; and such costs will be apportioned to all Apartments of CHATEAU IN THE PINES on an equal

basis. However, this apportionment will not take place as to any Apartment until such time as it has been conveyed by the Developer.

The owners of each Apartment will pay their proportionate share of such costs to the Association when billed. Such billing will be on a monthly basis.

The Association may from time to time revise its estimate of these costs, if justified by increases or decreases to any item upon which they are calculated.

The Association is hereby granted a lien upon each Apartment for any such unpaid charges, together with interest, except that said liens will be subordinate to bona fide liens recorded in the public records of Brevard County, Florida prior to the recording therein of claims of lien for such unpaid charges. Reasonable attorneys' fees incurred by the Association incident to the collection of said charges and to the enforcement of each lien, together with all sums advanced and paid by the Association in order to protect its lien, will be payable by the owner of the Apartment against which the lien is filed and will be secured by the lien.

The Association may take such action as it deems necessary to collect these charges by personal action or by foreclosing said liens, and may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any such sale it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced.

4. INSURANCE

The Association will maintain property and casualty insurance upon each building containing Apartments, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. It will also maintain such insurance upon the community property as it shall determine to be required or desirable.

The costs of the premiums for this coverage will be apportioned to the Apartments upon the basis of the square footage contained within each Apartment. The charge for this insurance will be due by each Apartment owner when billed to him by the Association. Such billing will be on a monthly basis.

The Association is hereby granted a lien upon each Apartment for any such unpaid charges, together with interest, except that said liens will be subordinate to bona fide liens recorded in the public records of Brevard County, Florida prior to the recording therein of claims of lien for such unpaid charges. Reasonable attorneys' fees incurred by the Association incident to the collection of said charges and to the enforcement of each lien, together with all sums advanced and paid by the Association in order to protect its lien, will be payable by the owner of the Apartment against which the lien is filed and will be secured by the lien.

The Association may take such action as it deems necessary to collect these charges by personal action or by foreclosing said liens, and may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any such sale it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced.

In the event of any casualty loss, the Association will act as the agent for all Apartment owners; and will adjust such loss in their behalf.

The responsibility of obtaining insurance coverage for the contents of Apartments, additions to Apartments and for public liability with respect to incidents occurring within and about Apartments will be borne by the Apartment owners; and no premiums for such insurance will be paid by the Association.

5. MAINTENANCE AND ALTERATION OF APARTMENTS

Each Apartment owner will maintain the exterior walls and the roof of his Apartment, all of which will be kept in good condition. He will make any repairs to the roof of his Apartment which are required to prevent water leakage or other damage to his Apartment, or to any other Apartments of the building within which his Apartment is located. All of such work will be done at the expense of the owner of the wall or roof being maintained, regardless of whether or not required to prevent damage to his Apartment.

If an Apartment owner fails to properly maintain and repair the exterior walls and the roof of his Apartment, the Association may provide him with a thirty (30) day notice setting forth the manner in which he is in violation of these provisions; and, if he does not fully comply therewith within said thirty (30) day period, the Association may have the necessary work performed at its expense. In such event, the Apartment owner will reimburse the Association for expenses incurred.

The Association is hereby granted a lien upon each Apartment for any such unpaid expenses, together with interest, except that said liens will be subordinate to bona fide liens recorded in the Public Records of Brevard County, Florida prior to the recording therein of claims of lien for such unpaid expenses. Reasonable attorneys' fees incurred by the Association incident to the collection of said expenses and to the enforcement of each lien, together with all sums advanced and paid by the Association in order to protect its lien, will be payable by the owner of the Apartment against which the lien is filed and will be secured by the lien.

The Association may take such action as it deems necessary to collect these expenses by personal action or by foreclosing said liens, and may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any such sale it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced.

For the purpose hereof, whether or not the exterior walls and the roof of an Apartment are being properly maintained and repaired will be determined solely by the Board of Directors of the Association.

The appearance of the exterior of the building within which each Apartment is located, and of the exterior of all other improvements that are not a part of the building, will not be changed without the prior written

approval of the Board of Directors of the Association.

Cable television facilities will be made available to all Apartment owners; and no television antennas will be permitted.

**6. LIABILITY OF MORTGAGEE OR
JUDICIAL SALE PURCHASER FOR CHARGES**

Where the mortgagee of an institutional first mortgage of record acquires title to an Apartment as a result of the foreclosure of said mortgage, or where others acquire title as a result of such foreclosure, or where said mortgagee accepts a deed to an Apartment in lieu of foreclosure, such acquirer of title, his heirs, executors, legal representatives, successors and assigns, will not be liable for all the maintenance charges, insurance charges or charges incurred by the Association to maintain an Apartment, which became due prior to such acquisition of title. Such charges will be collectible from all of the Apartment owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns, in equal shares.

7. MEMBERSHIP OF ASSOCIATION

The members of the Association will consist of all of the record owners of the Apartments, as set forth in the Articles of Incorporation and the Bylaws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Apartment.

8. CONTROL OF ASSOCIATION

The Developer will retain control of the Association, through its designation of directors, as set forth in the Articles of Incorporation of the Association. This control will remain effective until the Developer has closed the sale of all Apartments at CHATEAU IN THE PINES, or until the Developer elects to terminate its control of the Association, or until December 31, 1985, whichever first occurs.

9. EASEMENTS

Easements as shown in Exhibit B are hereby reserved and created for the use and benefit of the Developer, the Association, the members of the Association and all parties who may from time to time become owners of, or entitled to use, any portion of the land described in Exhibit A, their guests, tenants, invitees, licensees and mortgagees.

The Developer also reserves the right to grant easements upon, over and under the community property for ingress, egress, drainage and other facilities to serve any portion of the land described in Exhibit A.

10. COMPLIANCE AND DEFAULT

Each Apartment owner will be governed by and will comply with the provisions of this Statement of Protective Covenants, the Articles of Incorporation of the Association, the Bylaws of the Association and the rules and regulations from time to time made and amended by the Association.

Failure of an Apartment owner to comply with such documents and rules and regulations will entitle the Association, its Board of Directors, or Apartment owners to seek appropriate relief, by way of restraining order, injunctions, damages or otherwise. In any such proceeding the prevailing party will be entitled to recover the costs of the action and such reasonable attorneys' fees as may be awarded by the court.

11. APPLICABILITY AND AMENDMENTS

This Statement of Protective Covenants will run with the land described as Section No. 3 in Exhibit B, and the covenants hereof will be binding upon the Developer and upon all parties derailing title to any part of the land through the Developer.

The Developer will execute and record additional Statements of Protective Covenants as to other portions of the land described in Exhibit A and, as to such other portions of land, these Statements of Protective Covenants will contain the same covenants as are herein set forth.

The provisions hereof will remain effective for a period of thirty (30) years from the date that this Statement of Protective Covenants is recorded in the public records for Brevard County, Florida, after which period of time it will be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then members of the Association and their mortgagees is recorded prior to the expiration of the applicable time period, agreeing to change these covenants in whole or in part. However, any such change must also be made to all other Statements of Protective Covenants for CHATEAU IN THE PINES.

However, with the consent of all mortgagees, the Developer may amend this Statement of Protective Covenants, without the joinder of any Apartment owners or their mortgagees, during the period of time that it retains control of the Association.

Any amendments by the Developer shall be executed only by the Developer. They will be recorded in the public records for Brevard County, Florida, and they may incorporate the provisions hereof by reference.

12. SEVERABILITY

The invalidity in whole or in part of any of these protective covenants will not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Statement of Protective Covenants the day and year first above written.

Signed, sealed and delivered
in the presence of

SECOND 9-8 FLO RIDA COMPANY, LIMITED

Walter M. Seppi

By Martin Seppala
Martin Seppala, General Partner

Heidi Seppi

STATE OF FLORIDA

COUNTY OF BREVARD

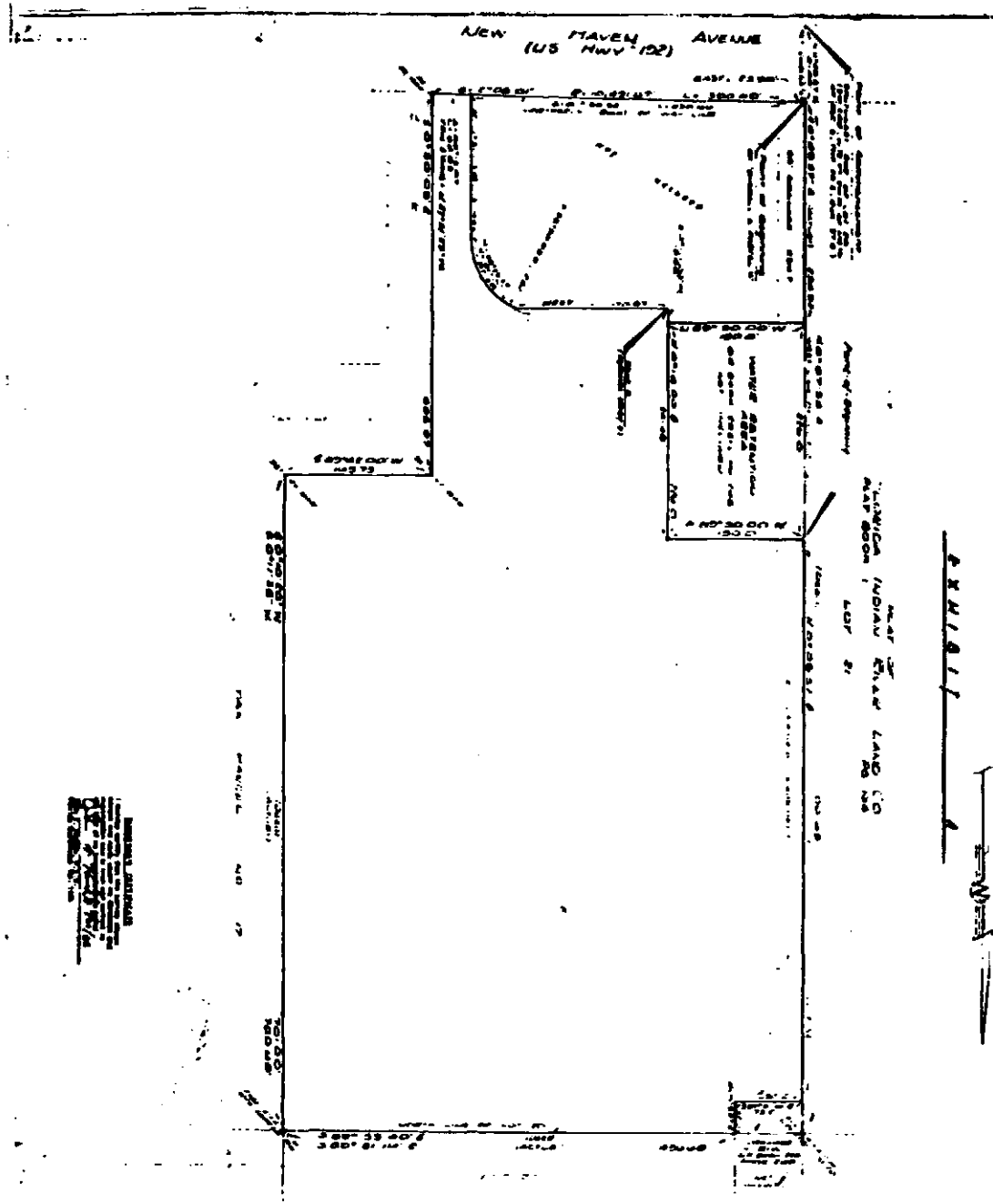
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARTIN SEPPALA, General Partner of SECOND 9-8 FLO RIDA COMPANY, LIMITED, to me well known, and he acknowledged before me that he executed the foregoing instrument as general partner of said limited partnership; and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said instrument.

WITNESS my hand and official seal in the County and State aforesaid this
23rd day of March 1982.




Jarvis R. Kulla
Notary Public

My Commission Expires. Notary Public, State of Florida
My Commission Expires Nov 2, 1985
Printed This Day in - Jackson, Fla.



UNSUITABLE
FOR MICROFILM

ENGINEERS & SURVEYORS



INCORPORATED IN ALABAMA

140 NORTH BRIDGE STREET, 10TH FLOOR, MOBILE, MISSISSIPPI 36682

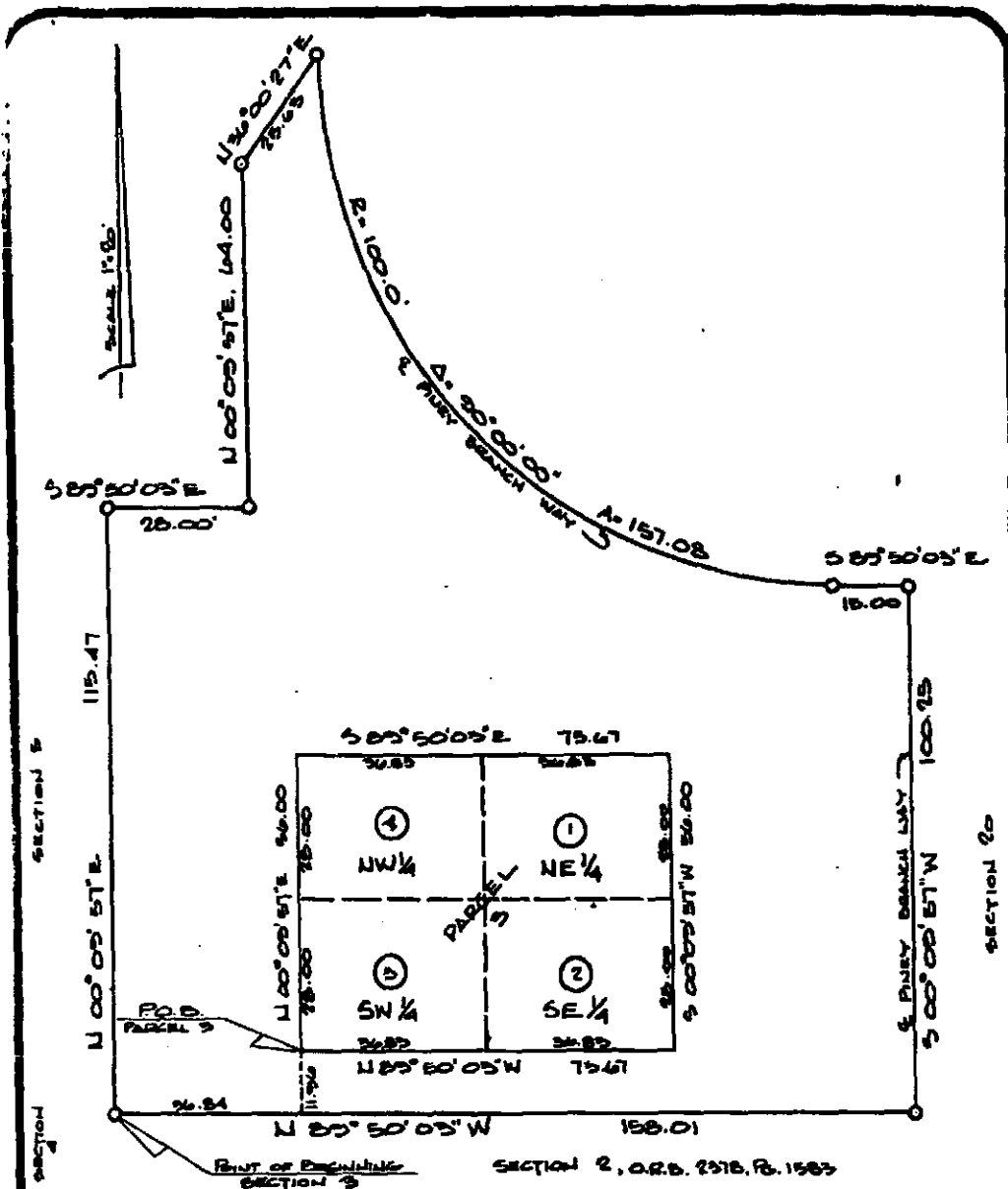
Engineering Office

SAULS & JILL CIVIL

1000 W. 10th Ave., Suite 100, Mobile, AL 36688

OFF. REC.
2576

!PAGE!
0552



SURVEYOR'S NOTES:

Bearings based on ASSUMED DATUM Elevations based on _____
 Legal description per Survey No. 2315, P.B. 1563 SEE SHEET TWO OF TWO FOR LEGAL DESCRIPTIONS

PLAT OF SURVEY for: SEPPALA & AND CONSTRUCTION CO. - CHATEAU IN THE PINES

Section No. 3 of Chateau in the Pines
 with Parcel No. 3 within its boundary.
 This drawing has been reduced .77.

Certified true and correct to the best of my knowledge and belief and in conformity
 with applicable minimum technical standards set forth by the Florida Board of Land
 Surveyors, pursuant to Section 472.027, Florida Statutes.

[Signature]
 Hugh Smith, Jr., Florida Professional Land Surveyor #1781

This survey is prepared and certified for the exclusive use of the client
 named herein. It is not valid without the endorsement Surveyor's SEAL.

TYPE DATE JOHN*

HUGHJ. SMITH LAND SURVEYING, INC.

1400 Palm Bay Road, N.E.
 Palm Bay, Florida 32909 SHEET ONE OF TWO

DWN. BY: *[Signature]* CHK. BY: SCALE: 1" = 20'

OFF. REC:
 2576

PAGE:
 0553

CHATEAU IN THE PINES

SURVEYOR'S DESCRIPTION

SECTION NO. 3

A Portion of Lot 20, Plat of Indian River Land Company Subdivision of Section 5, Township 28 South, Range 37 East, as recorded in Plat Book 1, Page 164, Public Records of Brevard County, Florida, being more particularly described as follows: Beginning at the Northwest corner of lands described in Official Records Book 2378, Page 1583, Public Records Brevard County, Florida; thence run N 0°09'57" E a distance of 115.47 feet; thence run S 89°50'03" E a distance of 28.0 feet; thence run N 0°09'57" E a distance of 64.0 feet; thence run N 36°00'27" E a distance of 25.63 feet to a Point on a curve; thence along the Curve, concave to the Northeast, having a radius of 100.0 feet, a central angle of 90°00'00", an arc distance of 157.08 feet; thence run S 89°50'03" E a distance of 15.0 feet; thence run S 0°09'57" W a distance of 100.25 feet; thence run N 89°50'03" W a distance of 158.01 feet to the Point of Beginning. Containing 0.45 acres, more or less, and being subject to easement and rights of way of record.

PARCEL NO. 3

From the Northwest corner of lands described in Official Records Book 2378, Page 1583, Public Records of Brevard County, Florida, run S 89°50'03" E along the North line of said Official Records Book 2378, Page 1583, a distance of 36.84 feet; thence run N 0°09'57" E a distance of 11.96 feet to the Point of Beginning of the herein described parcel; thence continue N 0°09'57" E a distance of 56.0 feet; thence run S 89°50'03" E a distance of 73.67 feet; thence run S 0°09'57" W a distance of 56.0 feet; thence run N 89°50'03" W a distance of 73.67 feet to the Point of Beginning. Containing 4126 square feet, more or less, and subject to easements and rights of way of record.

Prepared by: HUGH SMITH, JR.
Florida Registered Land Surveyor No. 1761
1400 Palm Bay Road NE
Palm Bay, Florida 32905 (305) 724-2940
Date: 30 January 1985

SHEET TWO OF TWO

OFF. REC.

2576

PAGE:

0554