

14

Prepared by and Return to:

James E. Olsen, Esq.
646 E. Colonial Drive
Orlando, Florida 32803

JOINT USE AND MAINTENANCE AGREEMENT

This **JOINT USE AND MAINTENANCE AGREEMENT** is made this _____ day of _____, 2006, by and among CHATEAU IN THE PINES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is c/o CHATEAU IN THE PINES HOMEOWNERS ASSOCIATION, INC., 59A Piney Branch Way, Melbourne, Florida 32904 ("Association I"), and CHATEAU IN THE PINES HOMEOWNERS ASSOCIATION II, a Florida not for profit corporation, whose mailing address is 930 S. Harbor City Boulevard, Suite 505, Melbourne, Florida 32901 ("Association II").

RECITALS:

WHEREAS, Association I is the corporation responsible under Ch. 720, F.S., for the operation and maintenance of that certain real property in Brevard County, Florida, more particularly described in the Statement of Protective Covenants, recorded at Official Records Book 2359, Page 2532 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2378, Page 1575 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2376, Page 0545 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2378, Page 1589 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2391, Page 2493 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2405, Page 0335 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2723, Page 0117 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2723, Page 0101 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2962, Page 1955 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2962, Page 1939 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2638, Page 1776 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2638, Page 1792 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2581, Page 1730 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2581, Page 1745 et seq.; Statement of Protective Covenants, recorded at Official Records Book 2391, Page 2507, et seq. (hereinafter collectively referred to as the "Association I Declaration"), and

WHEREAS, Association II is the corporation responsible under Ch. 720, F.S., for the operation and maintenance of that certain real property in Brevard County, Florida, more particularly described in the Statement of Protective Covenants – Chateau in the

Pines Phase II – Section 8, recorded at Official Records Book 5511, Page 7762, et seq.; Statement of Protective Covenants – Chateau in the Pines Phase II – Section 9, recorded at Official Records Book 5511, Page 7773, et seq.; Statement of Protective Covenants – Chateau in the Pines Phase II – Section 13, recorded at Official Records Book 5511, Page 7784, et seq.; Statement of Protective Covenants – Chateau in the Pines Phase II – Section 14, recorded at Official Records Book 5511, Page 7795, et seq.; Statement of Protective Covenants – Chateau in the Pines Phase II – Section 15, recorded at Official Records Book 5511, Page 7806, et seq.; Statement of Protective Covenants – Chateau in the Pines Phase II – Section 16, recorded at Official Records Book 5511, Page 7817, et seq.; (hereinafter collectively referred to as the "Association II Declaration"), and

WHEREAS, part of the property owned, operated and maintained by Association I, more particularly described in Exhibit "A" attached hereto and incorporated herein, is Association I property and not common area of Association II, and on which are located certain roadways and parking areas (hereinafter collectively referred to as the "Roads") and recreational amenities including but not limited to a swimming pool, pool deck, parking areas, and open space (hereinafter collectively referred to as the "Recreational Amenities"), and

WHEREAS, the use of the Recreational Amenities by the members and residents of Association I is non-exclusive, and Association I has the right to grant use rights to others, and

WHEREAS, the use of the Roads by the members and residents of Association I is non-exclusive, and Association I has the right to grant use rights to others, and

WHEREAS, by virtue of the Settlement Agreement between the parties dated November 9, 2005, Association I and Association II resolved certain contentions and disagreements brought in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, Case Number 05-2005-CA-023705 (hereinafter referred to as the "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as Exhibit "B", and

WHEREAS, by virtue of the Settlement Agreement, Association I and Association II entered into an agreement whereby the use, maintenance, and insurance coverage for the Roads and Recreational Amenities are shared by Association I and Association II and which sets forth the rights and responsibilities of the parties in connection therewith, and

WHEREAS, the payment of the costs and expenses imposed hereby on the members of Association I and Association II shall constitute a common expense pursuant to Article 3 of the Association I Declaration and Article 3 of the Association II Declaration.

NOW, THEREFORE, in consideration of \$10.00 and other valuable consideration and benefits to be realized by the parties, the receipt and sufficiency of which are hereby acknowledged, Association I and Association II agree as follows:

1. Recitals. The above Recitals are true and correct and are hereby incorporated herein by reference.
2. Parties. Whether specifically stated or not, references herein to "Association I" and "Association II" (sometimes collectively referred to as the "Parties") shall be deemed to include any associations which may hereafter succeed to or be assigned the rights and obligations of either of the Parties and such associations shall be bound hereby and shall succeed to the rights, benefits, duties and other undertakings of this Agreement.
3. Conditional Non-Exclusive Easement to Use Roads.
 - A. Association I hereby grants conveys and declares to Association II and to the lawful owners and residents of Association II, and their successors, assigns, guests, invitees, tenants, agents, and representatives, a perpetual non-exclusive easement for ingress, egress, use and enjoyment in, upon, over, and across the Roads, for the benefit of and appurtenant to the Association II Property. Association II covenants and agrees that it shall not use the easement granted hereby nor allow the use of the easement by its successors, assigns, guests, invitees, tenants, agents or representatives in such a way as to unreasonably interfere with the use thereof by Association I.
 - B. Association I retains the right to use the easement for any and all purposes whatsoever, and the right to grant easements and licenses to others to use the same so long as such rights and grants do not unreasonably interfere with rights granted hereunder.
 - C. The purpose of this easement is to give Association II, for the use and benefit of its members and their successors, assigns, guests, invitees, tenants, agents, and representatives, access to the Roads. This easement is subject to the covenants and conditions and restrictions contained in the Association I Declaration, as presently in existence or subsequently amended. Association II hereby acknowledges receipt of a copy of all such documents and hereby covenants and agrees to provide them as necessary to all members of Association II and the family, guests and invitees of its members, and to enforce compliance therewith.
 - D. As more fully set forth in paragraph 6 below, the easement granted herein is expressly conditioned upon payment by Association II to Association I of a Road Assessment payable, in monthly installments in advance equal

to its proportionate share of the amount reasonably calculated to reimburse Association I for expenses incurred in insuring, operating, maintaining, repairing and replacing the Roads, including the funding of reserves for capital expenditures and deferred maintenance, and in enforcing the covenants and conditions, rules and regulations regarding use of the Roads against Association II, its members or their families, guests and invitees.

- E. Provided Association I is complying with its repair and maintenance obligations as required under this Agreement, the easement provided herein shall terminate if Association II shall neglect or refuse to pay any installment of said Road Assessment within thirty (30) days of its due date and following not less than ten (10) days written notice to Association II, given in the manner provided herein for giving notices.
- F. As more fully set forth herein, the parties shall cooperate in scheduling of maintenance and repair efforts for aesthetic purposes and for the mutual convenience of the parties.

4. Conditional Non-Exclusive Easement to Use Recreational Amenities.

- A. Association I hereby grants conveys and declares to Association II and to the lawful owners and residents of Association II, and their successors, assigns, guests, invitees, tenants, agents and representatives, a perpetual non-exclusive easement for ingress, egress, use and enjoyment in, upon, over, and across the Recreational Amenities, for the benefit of and appurtenant to the Association II Property. Association II covenants and agrees that it shall not use the easement granted hereby nor allow the use of the easement by its successors, assigns, guests, invitees, tenants, agents or representatives in such a way as to unreasonably interfere with the use thereof by Association I.
- B. Association I retains the right to use the easement for any and all purposes whatsoever, and the right to grant easements and licenses to others to use the same so long as such rights and grants do not unreasonably interfere with rights granted hereunder.
- C. The purpose of this easement is to give Association II, for the use and benefit of its members, guests, invitees, tenants, agents and representatives, access to the Recreational Amenities. This easement is subject to the covenants and conditions and restrictions contained in the Association I Declaration, as presently in existence or subsequently amended. Association II hereby acknowledges receipt of a copy of all such documents and hereby covenants and agrees to provide them as necessary to all members of Association II and the family, guests and

invitees of its members, and to enforce compliance therewith.

- D. As more fully set forth in paragraph 6 below, the easement granted herein is expressly conditioned upon payment by Association II to Association I of a Recreational Assessment payable, in monthly installments in advance equal to its proportionate share of the amount reasonably calculated to reimburse Association I for expenses incurred in insuring, operating, maintaining, repairing and replacing the Recreational Amenities, including the funding of reserves for capital expenditures and deferred maintenance, and in enforcing the covenants and conditions, rules and regulations regarding use of the Recreational Amenities against Association II, its members or their families, guests and invitees.
- E. Provided Association I is complying with its repair and maintenance obligations as required herein, the easement provided herein shall terminate if Association II shall neglect or refuse to pay any installment of said Recreational Assessment within thirty (30) days of its due date and following not less than ten (10) days written notice to Association II, given in the manner provided herein for giving notices.
- F. As more fully set forth herein, the parties shall cooperate in scheduling of maintenance and repair efforts for aesthetic purposes and for the mutual convenience of the parties.

5. Regulation.

- A. All of the covenants and conditions contained in the Association I Declaration and the Rules and Regulations of Grantor, as same presently exist or are subsequently amended, applicable to the use of the Roads and/or Recreational Amenities ("Rules and Regulations"), shall be applied equally to owners of units in Association I and Association II. Association II agrees to adopt the Rules and Regulations on behalf of Association II. Owners of units in both Association I and Association II shall comply with and abide by the Rules and Regulations as a condition to the exercise of their easement rights hereunder. None of the Rules and Regulations shall be applied in a discriminatory manner nor shall any such Rules or Regulations differentiate between owners of units in Association I and Association II. Both Association I and Association II agree to vigorously enforce the Rules and Regulations against its respective members and their families, guests and invitees.
- B. Association I hereby appoints Association II as its attorney in fact with the right but not the duty to enforce the Rules and Regulations in the name and stead of Association I in the event that Association I neglects or refuses to do so after notice given in the manner provided herein. Nothing

herein shall be construed to prevent Association II from seeking to compel Association I to enforce the Rules and Regulations against its members. In the event Association II shall elect to enforce the Rules and Regulations in the name of Association I, Association I agrees to indemnify it from any and all liabilities, losses, costs, fees and expenses, including reasonable attorney's fees.

- C. Association II hereby appoints Association I as its attorney in fact with the right but not the duty to enforce the Rules and Regulations in the name and stead of Association II in the event that Association II neglects or refuses to do so after notice given in the manner provided herein. Nothing herein shall be construed to prevent Association I from seeking to compel Association II to enforce the Rules and Regulations against its members. In the event Association I shall elect to enforce the Rules and Regulations in the name of Association II, Association II agrees to indemnify it from any and all liabilities, losses, costs, fees and expenses, including reasonable attorney's fees.
 - D. Association I may also regulate, condition or limit the rights of its members in any manner consistent with applicable law and its Governing Documents, and with those of Association II. Such regulations may include reasonable regulations governing the manner of access and of use and enjoyment of the Roads and/or Recreational Amenities by its members and residents.
 - E. Association II may also regulate, condition or limit the rights of its members in any manner consistent with applicable law and its Governing Documents, and with those of Association I. Such regulations may include reasonable regulations governing the manner of access and of use and enjoyment of the Roads and/or Recreational Amenities by its members and residents.
6. Maintenance. Association I and Association II agree to mutually share the costs of maintaining the Roads and Recreational Amenities in good condition and state of repair. The sharing of expenses shall be accomplished in the following fashion.
- A. Each Association shall be responsible for adopting an annual budget and annual assessment level. The annual budget shall include one or more line items for the reasonable estimated costs of insuring, operating, maintaining, repairing and replacing the Roads and Recreational Amenities, including the funding of reserves for capital expenditures and deferred maintenance, and for enforcing the covenants, conditions, rules and regulations regarding use of the Roads and Recreational Amenities. Reasonable reserves shall be calculated in accordance with the

requirements of applicable law, or if none, in accordance with first class property management practices.

- B. The costs of insuring, operating, maintaining, repairing and replacing the Roads and Recreational Amenities, including the funding of reserves for capital expenditures and deferred maintenance, and for enforcing the covenants, conditions, rules and regulations regarding use of the Roads and Recreational Amenities, shall be apportioned between both Association I and Association II having the use of the Roads and Recreational Amenities based upon the ratio that the number of apartments in each community bears to the total cost. Subject always to future events of condemnation, eminent domain proceedings, or the like, in the case of Association I, that number is sixty (60). In the case of Association II, that number is twenty-four (24).
- C. A copy of the proposed budget shall be provided to the other association at least thirty (30) days in advance of the meeting at which the budget will be considered for adoption. The other association shall have the right, but not the obligation, to submit written comments for consideration at the budget meeting of the association proposing the budget.
- D. The parties agree that the level of funding of reserves allocable to the Roads and Recreational Amenities may not be waived or reduced in any fiscal year unless the members of both Association I and Association II have voted to waive or reduce reserves for the same period and to the same level of funding.
- E. Upon adoption of an annual budget by an association, it shall be responsible for promptly providing a copy of the adopted budget to the other association. Each association shall be responsible for the proper adoption of an assessment against its Members' apartments representing its proportionate share of the cost of insuring, operating, maintaining, repairing and replacing the Roads and Recreational Amenities, including the funding of reserves for capital expenditures and deferred maintenance, and for enforcing the covenants, conditions, rules and regulations regarding use of the Roads and Recreational Amenities available for use in the other community. That assessment may be contained within the original budget, within an amended budget or by special assessment. In the event Association II shall adopt an assessment against its members that is less than the proportionate share of the expense shown in the adopted budget of Association I, the assessment level of Association I shall automatically be reduced in the same proportion as the total budgeted assessment level bears to the assessment level actually adopted by the Association II, and Association I shall have claim against the Association II for breach of this Agreement.

In asserting such a claim the measure of damages shall equal to the entire shortfall in the amount shown in the budgets of both Association I and Association II.

- F. The fees provided for insuring, operating, maintaining, repairing and replacing the Roads and Recreational Amenities, including the funding of reserves for capital expenditures and deferred maintenance, and for enforcing the covenants, conditions, rules and regulations regarding use of the Roads and Recreational Amenities, shall be remitted monthly by Association II. Each association shall maintain separate books and accounts for Roads and Recreational Amenities.
 - G. Association I shall be solely responsible for undertaking necessary maintenance, repair and replacement of the Roads and Recreational Amenities.
 - H. Association II shall, after notice to Association I as required under this Joint Use and Maintenance Agreement, have the right to file in a court of competent jurisdiction an action enforce Association I's maintenance obligations by an action at law or in equity, including but not limited to actions for monetary damages, injunctive relief, and/or specific performance.
7. Damage. Neither Association shall damage the Roads and/or Recreational Amenities nor in any manner deface said premises, and shall not cause nor permit anything to be done whereby said premises shall be in any manner damaged, marred or defaced. If the Roads and/or Recreational Amenities or any portion thereof shall be damaged by the act, default or negligence of Association II, or Association II's agents, contractors, or employees, or the owners or family, guests or invitees of the owners in Association II (collectively the "Association II Users") or any persons admitted to said premises by any of the Users, Association II shall pay, upon demand, to Association I such sum as shall be necessary to restore the premises to their present condition. If the Roads and/ or Recreational Amenities or any portion thereof shall be damaged by the act, default or negligence of Association I, or Association I's agents, contractors, or employees, or the owners or family, guests or invitees of the owners in Association I (collectively the "Association I Users") or any persons admitted to said premises by any of the Users, Association I shall at its sole cost and expense promptly restore the premises to their present condition.
8. Substantial modification or additions to Roads or Recreational Amenities. Association I shall not make any substantial modifications, additions, alterations or further development to the Roads or Recreational Amenities without the prior written consent of Association II. However, any and all Maintenance performed by Association I as more fully described in or required by paragraph 8, *supra*,

shall not constitute a modification, addition, alteration, or further development requiring the written consent of Association II.

9. Indemnification.

- A. By Association I: Association I hereby agrees to hold Association II, its agents, employees, officers and directors harmless and to indemnify it from and against any and all claims, suits, actions, damages and causes of action or other any public liability and/or property damage liability which may arise or accrue by reason of the use of the Roads and/or Recreational Amenities by the Association I Users, and from and against any orders, judgments and decrees which may be entered thereon, and from and against all costs and liabilities incurred in and about the defense of any such claim (including, but not limited to, attorneys' fees and court costs at the trial level and during appellate proceedings or bankruptcy proceedings). Association II shall not be responsible for any damage or injury that may happen to Association I Users, or their agents, servants, employees or to their property from any cause whatsoever while using the Roads and/or Recreational Amenities; and Association I hereby expressly releases Association II from and agrees to indemnify it against any and all claims for such loss, damage or injury.
- B. By Association II: Association II hereby agrees to hold Association I, its agents, employees, officers and directors harmless and to indemnify it from and against any and all claims, suits, actions, damages and causes of action or other any public liability and/or property damage liability which may arise or accrue by reason of the use of the Roads and/or Recreational Amenities by the Association II Users, and from and against any orders, judgments and decrees which may be entered thereon, and from and against all costs and liabilities incurred in and about the defense of any such claim (including, but not limited to, attorneys' fees and court costs at the trial level and during appellate proceedings or bankruptcy proceedings). Association I shall not be responsible for any damage or injury that may happen to Association II Users, or their agents, servants, employees or to their property from any cause whatsoever while using the Roads and/or Recreational Amenities; and Association II hereby expressly releases Association I from and agrees to indemnify it against any and all claims for such loss, damage or injury.

10. Insurance.

- A. Association I's Obligation. Association I will, at its own expense, procure, and at all times continue in force and effect, public liability insurance, protecting both Association I and Association II, jointly and severally, against any and all claims for injuries, including death, to persons and/or

damages to property occurring in, upon or about the Roads and/or Recreational Amenities or which arise out of the indemnification by the Association I, such liability insurance to be in an amount determined by Association I, but not less than One Million Dollars (\$1,000,000.00) for each person for bodily injury and Two Million Dollars (\$2,000,000.00) for each accident, for bodily injury, and Twenty Thousand Dollars (\$20,000.00) property damage. Association I shall name Association II as an additional insured on the public liability insurance required by this provision. Association I annually shall provide Association II with a certificate of insurance evidencing such coverage which shall provide that such policy may not be cancelled without providing the Association II with 30 days prior written notice.

- B. Association II's Obligation. Association II will, at its own expense, procure, and at all times continue in force and effect, public liability insurance, protecting both Association II and Association I, jointly and severally, against any and all claims for injuries, including death, to persons and/or damages to property occurring in, upon or about the Roads and/or Recreational Amenities or which arise out of the indemnification by the Association II, such liability insurance to be in an amount determined by Association II, but not less than One Million Dollars (\$1,000,000.00) for each person for bodily injury and Two Million Dollars (\$2,000,000.00) for each accident, for bodily injury, and Twenty Thousand Dollars (\$20,000.00) property damage. Association I shall name Association II as an additional insured on the public liability insurance required by this provision. Association II annually shall provide Association I with a certificate of insurance evidencing such coverage which shall provide that such policy may not be cancelled without providing Association I with 30 days prior written notice.
11. Incidental Rights. Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily included incidental thereto.
12. Title. Association I does hereby covenant that its Roads and Recreational Amenities are lawfully association property owned by Association I, and that it has a good and lawful right to convey the easements and rights herein contained, and Association I will defend the same against the lawful claims of all persons whomsoever.
13. Termination. This Joint Use and Maintenance Agreement may only be terminated upon the agreement of Association I and Association II, in writing, to release their respective interests.
14. Limitation of Use. The parties hereby agree not to use the easement in any

manner as to result in unreasonable congestion within the easement area or the blocking of the easement area. The parties shall not otherwise overburden any easement or use same in a manner inconsistent with law.

15. Notices Any notice required or permitted to be given by this Joint Use and Maintenance Agreement, to be effective, must be in writing and sent by certified U. S. mail, federal express or other reputable courier, addressed (as applicable) to the recipient thereof at its address first set forth on page one of this Agreement, with postage and courier charges prepaid. Either party hereto may change its respective address, for notice purposes, by delivering notice of such change to the other in accordance with this paragraph. Any notice shall be deemed "delivered" when sent as aforesaid and received, unless receipt is refused, in which case the notice shall be deemed "delivered" when refused. In the alternative, notice shall be deemed given if hand-delivered to its president, as reflected on the records of the Florida Secretary of State.
16. Time is of the essence in the performance of the obligations contained in this Joint Use and Maintenance Agreement.
17. Attorneys Fees. If any party hereto shall ever seek to enforce their respective rights under this Joint Use and Maintenance Agreement or engages an attorney to assist it in enforcing any of the terms hereof, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable sums incurred in connection therewith, whether or not suit shall be brought and, if so, then at all pre-trial, trial, appellate, post-judgment, bankruptcy and other proceedings.
18. Governing Law and Venue. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue shall reside in Brevard County, Florida.
19. Covenants Run with the Land. All rights, privileges, benefits and burdens created herein are covenants running with the land, binding upon and inuring to the benefit of Association I and Association II and their respective assigns and successors in title. References to Association I and Association II shall include their respective successors in title.
20. Relation of the Parties. Nothing contained herein shall be deemed to create a joint venture or partnership between the parties. No Member of Association I shall be deemed to be a member of Association II for any purpose by virtue of this Joint Use and Maintenance Agreement and no Member of Association II shall be deemed a Member of Association I for any purpose by virtue of this Joint Use and Maintenance Agreement.
21. Interpretation. Both parties have participated in the negotiating and drafting of this Easement, and this Easement shall not be construed more favorably toward

either party as a result of the other party's participation in drafting or production of this Easement. The parties desire to establish use rights and maintenance obligations in a manner consistent with the consumer protections of the Florida Homeowners Association Act of Chapter 720, F.S., such that both Association I and Association II shall have all of the rights inuring to an association to protect its interests and that of its members. Toward that end this Joint Use and Maintenance Agreement shall not be construed in a light more favorable to either party and shall be construed to terminate, limit or reform the easements provided for herein if the rights and duties imposed on the parties hereto are found not to be consistent with or applied in derogation of a fair and equitable reading of the Florida Homeowners Association Act.

22. Effective Date; Term; Binding Effect. The Easement provided for herein shall be effective upon execution of this Joint Use and Maintenance Agreement by the parties hereto and shall run with the land and shall constitute a use for reciprocal benefits to and burdens upon Association I's Roads and Recreational Amenities and the real property shown on Exhibit "A". The Easement provided for herein shall inure to the benefit of and be binding upon the respective successors, successors-in-title, assigns, heirs and tenants of each party hereto and the guests, employees, lessees and invitees of such parties, and shall remain in full force and effect and shall be unaffected by any change in ownership of Association I's Property shown on the attached Exhibit "A".
23. No Dedication. This Joint Use and Maintenance Agreement is not intended to, and should not be construed to, create or dedicate the Recreational Amenities to the general public, nor shall this instrument be construed to restrict the use and further development of Association I's real property described on Exhibit "A".
24. Recording. This Joint Use and Maintenance Agreement shall be recorded in the Public Records of Brevard County, Florida. Upon recording, this Joint Use and Maintenance Agreement shall become binding upon all owners, tenants, guests, invitees, agents, and assigns of both Association I and Association II, and all successors in title and assigns of the owners of both Association I and Association II.

[THIS AREA INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Joint Use and Maintenance Agreement as of the date first above written.

WITNESSES:

Lisa Conroy

(Signature)

LISA CONROY
(Print name)

Glenn Waddell
(Signature)

GLENN WADDELL
(Print Name)

STATE OF FLORIDA:
COUNTY OF BREVARD:

The foregoing instrument was acknowledged before me this 22 day of Sept, 2006, by Denise R. Teens as President of the CHATEAU IN THE PINES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or produced FLDL exp 10-5-11 as identification.

NOTARY STAMP

"Association I":

CHATEAU IN THE PINES
HOMEOWNERS
ASSOCIATION, INC., a non profit
Florida corporation

By: *Denise R. Teens*

Print Name: Denise R. Teens
As Its: President

Karan Nungesser
Signature of Notary Public
KARAN NUNGESSER
(Print Notary Name)



KARAN NUNGESSER
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD211644
EXPIRES 05/23/2007
BONDED THRU 1-888-NOTARY1

My Commission Expires: _____
Commission No.: _____
☐ Personally known, or
☒ Produced Identification

Type of identification Produced:
FLDL

WITNESSES:

Mary L Smack
Mary L Smack
 (Print name)

Kathleen Conway
 (Signature)
Kathleen Conway
 (Print Name)

"Association II":

CHATEAU IN THE PINES HOLDING
 CORP., a Florida corporation

By: Joan M. Fitzpatrick
 Print Name: Joan M. Fitzpatrick
 As Its: President

STATE OF FLORIDA:
 COUNTY OF BREVARD:

The foregoing instrument was acknowledged before me this 25th day of August, 2006, by Joan M. Fitzpatrick, as President of CHATEAU IN THE PINES HOLDING CORP., a Florida corporation, who is personally known to me or produced _____ as identification.

Phyllis I. Pawliw
 Signature of Notary Public

NOTARY STAMP

PHYLLIS I. PAWLW
 (Print Notary Name)



Phyllis I. Pawliw
 My Commission DD300717
 Expires March 16, 2008

My Commission Expires: 3/16/08
 Commission No.: DD300717
☒ Personally known, or
☐ Produced Identification

Type of identification Produced:
