

CFN 2005409499 11-17-2005 09:50 am
 OR Book/Page: 5566 / 0701

Prepared by and return to:
 J. Patrick Anderson, Esquire
 Frese, Hansen, Anderson, Anderson,
 Roche, Heuston & Whitehead, P.A.
 930 S. Harbor City Boulevard
 Suite 505
 Melbourne, FL 32901

Scott Ellis
 Clerk Of Courts, Brevard County
 #Pgs: 2 #Names: 2
 Trust: 1.50 Rec: 17.00 Serv: 0.00
 Excise: 0.00
 Mtg: 0.00 nt Tax: 0.00

**FIRST AMENDMENT
 TO
 STATEMENT OF PROTECTIVE COVENANTS
 CHATEAU IN THE PINES PHASE II
 SECTION NO. 8**

THIS FIRST AMENDMENT is made this 9th day of November, 2005, by CHATEAU IN THE PINES HOMEOWNERS ASSOCIATION II, INC., a Florida not-for-profit corporation (the "Association").

RECITALS:

WHEREAS, the Statement of Protective Covenants for Chateau in the Pines Phase II, Section No. 8 (the "Statement of Protective Covenants") is recorded in Official Records Book 5511, Page 7762, *et seq.*, Public Records of Brevard County, Florida; and

WHEREAS, the Association desires to change, alter or modify the Statement of Protective Covenants as provided hereinbelow.

NOW, THEREFORE, in consideration of the foregoing, the Statement of Protective Covenants is amended as follows:

1. The Statement of Protective Covenants is amended by restating Paragraph 5 to read as follows:

" 5. Insurance

Each Owner shall procure and maintain, at all times, at such Owner's expense, fire and extended coverage insurance, including vandalism and malicious mischief coverage, in an amount equal to the full replacement value of each Owner's Apartment. Coverage shall also include protection against such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings located in CHATEAU IN THE PINES PHASE II. A certificate as to such insurance shall be delivered to the Board of Directors of the Association upon written request. In the event that an Owner does not procure and maintain the insurance required above, then, and in that event, the Association shall have the right to obtain such insurance and the cost of such

insurance shall be assessed by the Association to the Owner concerned as a special assessment and may be collected and enforced in the same manner as any other assessment provided in this Statement of Protective Covenants.

The Association shall be responsible for procuring and maintaining insurance on Association property, including the Community Property, for its value as shall be determined annually by the Board of Directors. Coverage shall include fire and extended coverage insurance, including vandalism and malicious mischief. The Association shall also procure and maintain public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors. Premiums of insurance policies purchased by the Association shall be paid by the Association as a common expense."

2. In all other respects not inconsistent with the above, the Statement of Protective Covenants is hereby ratified, confirmed, re-executed and republished in its entirety.

IN WITNESS WHEREOF, the undersigned parties have caused their seals and signatures to be affixed the date and year first above written.

CHATEAU IN THE PINES HOMEOWNERS
ASSOCIATION II, INC.

Bonnie K. Castillo
Print Name: Bonnie K. Castillo
Witness

By: Joan M. Fitzpatrick
Joan M. Fitzpatrick, President

Phyllis I. Pawlik
Print Name: Phyllis I. Pawlik
Witness

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 9th day of November, 2005, by Joan M. Fitzpatrick, President of Chateau in the Pines Homeowners Association II, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or provided _____ as identification.

Phyllis I. Pawlik
Notary Public
Printed Name: Phyllis I. Pawlik

