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ALACHUA COUNTY, FL
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**AMENDMENT OF HAILE VILLAGE CENTER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO THE HAILE VILLAGE CENTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 1st day of December, 1997, by HAILE PLANTATION CORPORATION, a Florida corporation, whose post office address is 5300 S.W. 91st Terrace, Gainesville, Florida 32608, hereinafter referred to as "the **Declarant**",

WITNESSETH:

WHEREAS, Declarant made and entered into the Haile Village Center Declaration of Covenants, Conditions and Restrictions, (the "**Declaration**") said Declaration being recorded on March 1, 1993, in Official Records Book 1896, page 1326, et. seq. of the Public Records of Alachua County, Florida;

WHEREAS, Declarant wishes to amend the Declaration to allow for assessments, as was the original intent of the Declarant, to be based on usage as commercial or residential, size of units and level of maintenance rather than by square footage; and

WHEREAS, Declarant has the right to amend the Declaration pursuant to Article X of the Declaration.

NOW THEREFORE, the Declaration is hereby amended by Declarant as follows:

Section 3. Determination of Assessments....

d. Allocation of Assessments Among Units. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the amount of the assessment shall be sent to every Owner subject thereto. The due dates of the initial annual assessment shall be established by the Board of Directors.

The size of the Unit, level of maintenance provided by the Association and usage as commercial or residential in nature may be considered a reasonable basis to discriminate between assessments levied on various units, or unit blocks within the Property....

Section 10. Payment of Neighborhood Assessments to Master Association. Assessments, at the discretion of the Master Association, may be collected by the Master Association and then paid to the Association or applied to the obligations of the Association for which it is responsible. The decision as to whether or not the Assessments shall be collected by the Master Association shall be made by the Master Association.

Return to Signer

15.00



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FILED
CLERK OF CIRCUIT COURT
ALACHUA COUNTY FL.

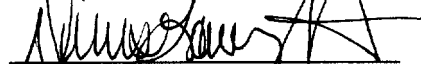
ARTICLE VII, Section 1. Architectural Control. All lands and improvements in Haile Village Center are subject to architectural and environmental review by the Architectural Review Board ("ARB"). No sitework, landscaping, utilities extensions, drainage improvements, paving, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the ARB, as to consistency with the harmony of exterior design and materials location in relation to surrounding structures, and drainage features and topography. The above approval also shall apply to remodeling, repainting, re-roofing and re-landscaping.

So long as the Declarant owns any lands subject to this Declaration, the Declarant through its joint venture shall be the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no fewer than three (3) members, none of whom shall be required to be owners or occupants of the Property or any part thereof. The Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms and conditions as the Declarant may choose to impose. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable, subject to provisions of other Articles of this Declaration. The concurrence of a majority of the members of the ARB shall be required for any decision of the ARB.

The conclusion and opinion of the ARB shall be binding. If in its opinion, for any reason in the ARB's sole and absolute discretion, including purely aesthetic reasons, the ARB should determine that any proposed improvement, alteration, etc. is not consistent with the Development Plan, such alteration or improvement shall not be made.

IN WITNESS, WHEREOF, Declarant has caused these presents to be executed in its name, this day and year first above written.

Signed, sealed and delivered in the presence of:



Witness sign name above

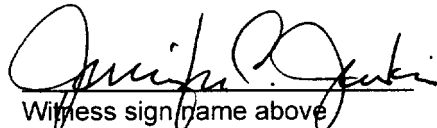
Witness print name below

Denise Lowry Hutson

HAILE PLANTATION CORPORATION, a Florida Corporation

By: 

ROBERT B. KRAMER, President



Witness sign name above

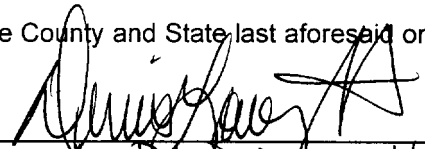
Witness print name below

Jennifer C. Jenkins

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT B. KRAMER, well known to me to be the President of HAILE PLANTATION CORPORATION, a Florida corporation, and he acknowledged executing the foregoing Amendment on behalf of said corporation, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me.

WITNESS, my hand and official seal in the County and State last aforesaid on this 10th day of December, 1997.



Print Name: Denise Lowry Hutson
Notary Public, State of Florida
My Commission Expires: _____
Serial Number, if any: _____



DENISE LOWRY HUTSON
MY COMMISSION # CC 419000
EXPIRES Nov 6, 1998
BONDED THRU RELIANCE INSURANCE CO.

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