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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 15th day of July, 1996, by HAILE PLANTATION CORPORATION, a Florida corporation, whose post office address is 5300 S.W. 91st Terr., Gainesville, Florida 32608, hereinafter referred to as "the **Declarant**",

WITNESSETH:

WHEREAS, the 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 the Official Records Book 1896, page 1326 et. seq. of the Public Records of Alachua County, Florida, as amended on March 21, 1995 in Official Records Book 2004, page 251 et.seq. of the Public Records of Alachua County, Florida;

WHEREAS, Declarant wishes to amend the Declaration to restrict the number of financial institutions to be located in Haile Village Center;

WHEREAS, Declarant further wishes to amend the Declaration to provide that the Architectural Review Board (ARB) shall have the authority to approve or deny the use of the facilities located in Haile Village Center; and

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

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

1. Article VII, Section 1 is amended to read as follows:

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"). This review shall be in accordance with this Article and The Haile Village Center Phase I's Planning, Construction and Development Criteria described below (the "Planning Criteria"). 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

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with a detailed landscape plan and a plot plan showing the location relative to the 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 Planning Criteria, harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography. The above approvals also shall apply to remodeling, re-painting, re-roofing and re-landscaping.

In addition to those powers outlined above, the ARB in its sole and absolute discretion, shall have the right to deny a specific use of any parcel in Haile Village Center if it deems that the use is not in keeping with the permitted uses set forth in this Declaration or that the use is not in harmony with the overall development plan of Haile Village Center.

The ARB shall promulgate and revise from time to time the Planning Criteria for the Property. The Planning Criteria shall be set forth in writing and made available to all builders doing business in the Property, and to all Members and prospective Members of the Association. Each applicant for approval shall have the burden to know and comply with the Planning Criteria. The Planning Criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration, including without limitation, landscaping, fence design and recreational improvements.

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, including purely aesthetic reasons, the ARB should determine that any proposed improvement, alteration, etc. is not consistent with the Planning Criteria of the Development Plan, such alteration or improvement shall not be made.

2. Article IX is amended to add the following provision:

Section 21. Financial Institutions. No savings and loan association, bank, industrial savings bank, trust company, international bank agency or representative office, credit union or branch banking facility or the operation of an Automated Teller Machine or Cash Dispenser (hereinafter collectively referred to as "Financial Institution") shall be located in Haile Village Center, other than the one to be located in the Haile Village Center by SunTrust Bank, North Central Florida, a State banking corporation ("SunTrust"). Notwithstanding the foregoing, these restrictions shall not prohibit the use of Haile Village Center by Coldwell Banker Mortgage Banking Center. No Owner or Member will lease, sublet, assign or sell a sublease to any Financial Institution.

IN WITNESS, WHEREOF, the 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:

J. Cleveland Cooper, III
Witness sign name above
Witness print name below
J. Cleveland Cooper, III

Terry Luther
Witness sign name above
Witness print name below
TERRY LUTHER

[Signature]
HAILE PLANTATION CORPORATION, a Florida Corporation
By: _____
ROBERT B. KRAMER, President

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 15th day of July, 1996.

(SEAL)

Terry Luther
Print Name: TERRY LUTHER
Notary Public, State of Florida at Large.
My Commission Expires:
Serial Number, if any: _____

TERRY LUTHER
Notary Public, State of Florida
My comm. expires JUNE 22, 1997
Comm. No. CC293451