Copy of

The Haile Plantation West
Master Declaration of Covenants, Conditions and Restrictions

DISCLOSURE

THESE DOCUMENTS ARE PROVIDED FOR YOUR CONVENIENCE. THE CONTENT OF THESE DOCUMENTS IS BELIEVED TO BE COMPLETE. HOWEVER, DUE TO REPRODUCTION PROCEDURES, THIS CANNOT BE GUARANTEED. THE DOCUMENTS ARE RECORDED IN THE OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA. ANY HANDWRITTEN NOTES ON THE FACE OF DOCUMENTS HAVE BEEN ADDED FOR CLARITY OF READING ONLY AND WERE NOT PART OF THE ORIGINAL RECORDING

****

Prospective homeowners are advised to read the referenced documents prior to the purchase of a home so as to determine their rights and responsibilities thereunder.

Homeowners, upon purchase, should retain these documents along with other important ownership papers and pass them on to future owners upon transfer of interest in the property.

****

(Detach receipt below ↓ & retain in permanent records of Agency)

****

Lot _____, Unit_____, Phase _____ of Haile Plantation

Address: _____, Gainesville, FL 32608

Recipient: _____

_____

Acknowledgement of receipt of a copy of the Haile Plantation West Master Declaration of Restrictions and Protective Covenants by the undersigned:

_____ **Date** _____

_____ **Agent's Initials:** _____

Value $15.00)

RECORDS
90 SEP 19 PM 2:23
COURT
COUNTY, FL.

THE HAILE PLANTATION WEST

MASTER DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS INSTRUMENT PREPARED BY:

RONALD A. CARPENTER
RONALD A. CARPENTER, P.A.
Post Office Box 1433
Gainesville, Florida 32602
(904) 373-7333

THE HAILE PLANTATION WEST
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TABLE OF CONTENTS

		PAGE
ARTICLE I	DEFINITIONS	2
ARTICLE II	PROPERTY SUBJECT TO THIS MASTER DECLARATION AND ADDITIONAL PROPERTY	5
Section 1	Property Subject to Master Declaration	5
Section 2	Additional Property	5
Section 3	Method of Annexation	5
Section 4	Non-Binding General Plan of Development	6
Section 5	Merger or Consolidation	7
Section 6	Declarant Consent to Amendment of Articles	7
ARTICLE III	STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	7
Section 1	Association	7
Section 2	Membership	7
Section 3	Voting Rights	7
Section 4	The Declarant Veto Power	8
Section 5	Multiple Owners	9
Section 6	Duties, Powers and Authority of the Association	9
ARTICLE IV	PROPERTY RIGHTS IN THE COMMON PROPERTIES	9
Section 1	Member's Easements of Enjoyment	9
Section 2	Title to Common Properties	9
Section 3	Extent of Members' Easements	10
Section 4	Phase of Development in which Common Property Located Not Controlling As To Use	10
Section 5	Easement Reserved to the Declarant Over Common Property	10
Section 6	Beneficiaries of Easements, Rights and Privileges	11
Section 7	Easement for Encroachments	11

ARTICLE V	PROPERTY RIGHTS IN THE NEIGHBORHOOD PROPERTIES	11
Section 1	Title to Neighborhood Common Properties	11
Section 2	Extent of Members' Easements	11
Section 3	Neighborhood Association	12
ARTICLE VI	INSURANCE AND CASUALTY LOSSES	12
ARTICLE VII	COVENANT FOR MAINTENANCE ASSESSMENTS	13
Section 1	Creation of the Lien and Personal Obligation of Assessments	13
Section 2	Purpose of Assessments	13
Section 3	Determination of Assessments	14
Section 4	Special Assessments	15
Section 5	Date of Commencement of Assessments; Initial Annual Assessment; Due Dates	15
Section 6	Neighborhood Assessments	16
Section 7	Certificate of Payment	16
Section 8	Effect of Non-payment of Assessment	16
Section 9	Subordination of the Lien to Certain Mortgages	17
Section 10	Adjustment or Abatement of Assessments to Reflect Varying Levels of Services	17
Section 11	Association Agreements for Use of Common Property	17
ARTICLE VIII	ARCHITECTURAL CONTROL	17
Section 1	Architectural Control; ARB	17
Section 2	Approval or Disapproval	18
Section 3	Violations; Waiver	19
Section 4	Variances	19
Section 5	Waiver of Liability	19
Section 6	Enforcement of Planned Criteria	20
Section 7	Term of Approval	20
ARTICLE IX	EXTERIOR MAINTENANCE	20
Section 1	Owner's Responsibility; Default	20
Section 2	Assessment of Cost	21
Section 3	Access at Reasonable Hours	21
Section 4	Association Maintenance Responsibility	21
ARTICLE X	RESTRICTIVE COVENANTS	21
Section 1	Water and Sewage Facilities	21

Section 2	Landscaping and Sprinkler Systems	21
Section 3	Obnoxious or Offensive Activity	22
Section 4	Rules and Regulations	22
Section 5	Animals	22
Section 6	Garbage, Trash, and Enclosures	22
Section 7	Storage Receptacles	22
Section 8	Vehicles and Repair	22
Section 9	Temporary Structures	23
Section 10	Signs	23
Section 11	Air-Conditioning Equipment	23
Section 12	Drainage Structures	23
Section 13	Antennae	23
Section 14	Subdivision	23
Section 15	Completion of Construction	23
Section 16	Excavation	23
Section 17	Maintenance of Protective Screening	24
Section 18	Utility Service	24
Section 19	Mailboxes	24
Section 20	Changes to Development Plan or	24
	Development Order	24
Section 21	Clotheslines	24
Section 22	Play Structures and Yard Accessories	24
Section 23	Trees	24
Section 24	Garages	24
Section 25	Fences	24
Section 26	Rights of the Declarant	25
ARTICLE XI	**AMENDMENT BY DECLARANT**	**25**
ARTICLE XII	**ADDITIONAL COVENANTS AND RESTRICTIONS**	**25**
ARTICLE XIII	**AMENDMENT**	**25**
ARTICLE XIV	**PARTY WALLS OR PARTY FENCES**	**26**
Section 1	General Rules of law to Apply	26
Section 2	Sharing of Repair and Maintenance	27
Section 3	Destruction by Fire or Other Casualty	27
Section 4	Weatherproofing	27
Section 5	Right to Contribution Running with Land	27
Section 6	Arbitration	27
ARTICLE XV	**COVENANTS COMMITTEE**	**27**
Section 1	Committee	27
Section 2	Hearing Procedure	27
ARTICLE XVI	**DURATION AND TERMINATION**	**29**
ARTICLE XVII	**ENFORCEMENT**	**29**

Section 1	Remedies	29
Section 2	Severability	29
Section 3	Notices	29
Section 4	Lessees to Comply with Declaration, Articles and Bylaws - Effect on Non-Compliance	29
ARTICLE XVIII	**PRIVATE RECREATIONAL AREAS**	**30**
Section 1	Private Recreational Areas	30
Section 2	Amendment	30
ARTICLE XIX	**MISCELLANEOUS**	**30**
Section 1	Number and Gender	30
Section 2	Severability	30
Section 3	Notices	30
Section 4	Headings	30

THE HAILE PLANTATION WEST

MASTER DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS MASTER DECLARATION, made this 19th day of September, 1990, by **HAILE PLANTATION WEST**, a Florida joint venture, whose post office address is 9120 S.W. 46th Blvd., Gainesville, Florida 32608, hereinafter referred to as "the **DECLARANT**",

W I T N E S S E T H

WHEREAS, the Declarant is the authorized agent of the owner of the real property situate, lying and being in Alachua County, Florida, and described on Exhibit "A" attached hereto and incorporated herein by this reference (The Haile Plantation West "Phase One Property"); and

WHEREAS, it is contemplated that the Phase One Property and Additional Properties, as hereinafter defined, will be developed as a mixed use development comprised of various residential uses with streets (both private and public), street lights (both private and public), open spaces, green belts, recreational areas and facilities, stormwater drainage and retention areas, and other common areas and improvements for the benefit of the owners of lands from time to time made subject to the terms of this Master Declaration; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and quality of life in The Properties, the personal and general health, safety and welfare of the owners of the affected lands, and for the maintenance of streets, street lights, stormwater drainage and retention areas and improvements, open spaces, green belts, recreational areas and facilities, and other common areas and improvements located in The Properties, and, to this end, desires to subject the Phase One Property and each Additional Property, when and if annexed, to the covenants, conditions, restrictions, easements, and liens hereinafter set forth, each of which shall be binding upon and run with the title to The Properties; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, the Declarant deems it desirable to create a non-profit corporation to which may be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, the Declarant, for itself and its successors and assigns, declares that the Phase One Property and, upon annexation, each Additional Property are and shall be held, transferred, sold, conveyed, mortgaged, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with title to the land.

ARTICLE I

DEFINITIONS

The following words when used in this Master Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. **"Additional Property"** shall mean and refer to those real properties, together with any improvements thereon, other than the Phase One Property, which are made subject to this Master Declaration under the provisions of Article II hereof.

b. **"Area of Common Responsibility"** shall mean and refer to any lands and improvements, other than Common Property and Neighborhood Common Property, which are to be operated, maintained or improved by the Association as the result of (i) specific designation of any lands or improvements as an Area of Common Responsibility by this Master Declaration or any Supplemental Declaration which without limitation may include maintenance of the grassed right-of-ways and landscaping along designated main thoroughfares, (ii) a contract between the Association, Neighborhood Association, Owner or developer/builder with respect to any lands and improvements lying in or near the land included in the Development Plan, or (iii) a decision of the Board of Directors of the Association designating lands or improvements as an Area of Common Responsibility. The Declarant hereby designates the following as Areas of Common Responsibility: (i) maintenance, repair, replacement, lighting and irrigation of all main entrance features, signs and landscaping located at the entrance to the Phase One Property, Haile Plantation, or any additional property; (ii) the maintenance, repair, replacement, lighting and irrigation of all landscaping, signs and other entry features located on the shoulders and medians of all portions of S.W. 91st Street and S.W. 44th Avenue within the subdivision plat of the Phase One Property, and (iii) all street lighting in the Phase One Property, and that portion of 91st Street adjacent to the Phase One Property and dedicated to Alachua County, shown on Composite Exhibit "A-2", which is not public street lighting.

c. **"Association"** shall mean and refer to The Haile Plantation West Association, Inc., a Florida corporation not for profit, or its successors and assigns.

d. **"Common Expenses"** shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property and any Area of Common Responsibility, and including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Master Declaration, the By-Laws, and the Articles of Incorporation of the Association.

e. **"Common Property"** shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation, any platted parcel which is part of The Properties and which is designated on the plat for ownership and maintenance by the Association. **PRIVATE RECREATIONAL AREAS SHALL NOT BE CONSIDERED COMMON PROPERTY.**

f. **"The Declarant"** shall mean and refer to Haile Plantation West, a Florida joint venture, and its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law. Haile Plantation West, a Florida joint venture, shall be the authorized agent of the owner of the Phase One Property and such Additional Property subjected to this Declaration. The Declarant may or may not be the owner of those real properties which are

O.R. BK 1785 PG 2732

made subject to this Master Declaration. The owner(s) of any real property, at the time of submission of said real property to this Declaration, shall be deemed to designate and authorize Haile Plantation West, a Florida joint Venture, its successors and/or assigns, as authorized agent to exercise all rights and fulfill all duties required by the Declarant or as an owner hereunder.

g. **"Development Order"** shall mean and refer to the Development Order of Haile Plantation Development of Regional Impact adopted by the Board of County Commissioners of Alachua County, on September 11, 1979 and modified thereafter. Nothing in the Development Order or in this Declaration shall require the submission of Additional Property to this Declaration.

h. **"Development Plan"** shall mean and refer to the **NON-BINDING, GENERAL SCHEME OF INTENDED USES OF THE LANDS** included in Haile Plantation Master Development Plan, as approved by the Board of County Commissioners of Alachua County, as amended from time to time, and further described in Section 4, Article II of this Master Declaration and illustrated by Exhibit "B".

i. **"Member"** shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 hereof, and also, as to each Neighborhood Association, to each Owner which may also be a member of said Neighborhood Association created pursuant to the terms of any Supplemental Declaration.

j. **"Owner"** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in The Properties (other than the Association); but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. For the purpose of this definition, the Owner of Residential Units in an apartment development shall be the record owner of the apartment building. The Owner of Residential Units in a cooperative shall be the cooperative corporation. In the event any life estate is created with respect to any Parcel in The Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

k. **"Parcel"** shall mean and refer to each Residential Unit from time to time subject to the terms of this Master Declaration.

l. **"Party Wall"** shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support, situate or intended to be situate on the boundary line between adjoining, separately-owned improvements.

m. **"Phase One Property"** shall mean and refer to the real property described on Exhibit "A" attached to this Master Declaration.

n. **"The Properties"** shall mean and refer to the Phase One Property, together with such Additional Properties as may be annexed thereto, and submitted hereunder from time to time under the provisions of Article II hereof, if and when annexed.

o. **"Residential Unit"** shall mean and refer to each separately described portion of The Properties which is intended to be occupied as a single family residence or household, including without limitation each residential lot (together with the residence, if any, constructed thereon), apartment unit, cooperative unit, condominium unit, zero lot line dwelling, attached and detached dwelling, patio home, townhouse and any other form of residential occupancy or ownership now existing or hereafter created. "Residential Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit.

O.R. BK 1765 PG2733

p. **"Supplemental Declaration"** shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of this Master Declaration to Additional Property.

q. **"Private Recreational Areas"** shall mean and refer to property contained within boundaries of the real property shown in the Development Plan and Development Order which shall be developed as private recreational facilities, such as tennis and racquet club, golf club, etc. **THE CONSTRUCTION OF PRIVATE RECREATIONAL AREAS IS NOT A GUARANTEED PORTION OF THE DEVELOPMENT, BUT IS SUBJECT TO THE SAME ABILITY TO AMEND OR MODIFY AS ANY OTHER PROPERTY WITHIN THE MASTER PLAN. IF CONSTRUCTED, THE PRIVATE RECREATIONAL AREAS MAY BE PRIVATE, SEMI-PRIVATE OR PUBLIC RECREATIONAL AREAS. SAID PRIVATE RECREATIONAL AREAS ARE NOT PART OF THE COMMONS LAND AND, IF CONSTRUCTED, ARE TO OPERATE AS RECREATIONAL AREAS FOR PROFIT. THERE IS VESTED NO REGULATORY AUTHORITY OF THE PRIVATE RECREATIONAL AREAS BY THE ASSOCIATION OR NEIGHBORHOOD ASSOCIATION(S). NONE OF THE TERMS AND CONDITIONS OF THESE DECLARATIONS OR AMENDMENTS THERETO, EXCEPT AS PROVIDED IN ARTICLE XVIII, SHALL BE APPLICABLE TO THE PRIVATE RECREATIONAL AREAS, OR THE OPERATION OF SAME.**

r. **"Neighborhood"** shall mean and refer to each separate residential area comprised of distinct types and/or densities of Residential Units, and specifically designated by this Master Declaration or any Supplemental Declaration as having separate Neighborhood status. In the absence of a specific designation of separate Neighborhood status, all property made subject to this Master Declaration shall be considered as part of the same Neighborhood. The Declarant may designate in any Supplemental Declaration annexing property that such property constitutes a separate Neighborhood or Neighborhoods or that it is being added to a then-existing Neighborhood.

s. **"Neighborhood Assessments"** shall mean and refer to assessments from time to time levied by the Association or any Neighborhood Association for Neighborhood Common Expenses when authorized by this Master Declaration, any Supplemental Declaration, or by the Board of Directors of the Association or of any Neighborhood Association. Neighborhood Assessments may be levied only against the Owners of Parcels in the Neighborhood for which the particular Neighborhood Common Expense is to be incurred. Neighborhood Assessments shall be levied uniformly, except as set forth below, in the affected Neighborhood according to each type of Residential Unit. The size of a unit may be considered a reasonable basis to discriminate between assessments levied on various units within a neighborhood.

t. **"Neighborhood Association"** shall mean and refer to any association or similar entity of limited jurisdiction established pursuant to Section 3 of Article V of this Master Declaration in connection with the development of any Neighborhood for the purpose of owning, operating or maintaining Neighborhood Common Property or attending to affairs and levying assessments unique to such Neighborhood and the Residential Units located therein. Said Neighborhood Associations shall each maintain the Neighborhood Common Property to the same standards as Association Common Property.

u. **"Neighborhood Board of Directors"** shall mean and refer to a Board of Directors initially appointed by the Declarant and thereafter by the unit owners of a Neighborhood and given such duties and powers within a specified Neighborhood as shall be imposed and conferred upon it by any Supplemental Declaration, including without limitation the duty to levy the Neighborhood Assessments to be paid by the Owners in the affected Neighborhood for Neighborhood Common Expense. The composition of the Neighborhood Board of Directors and manner and terms of appointment shall be as specified in the relevant Supplemental Declaration. Each Neighborhood Board of Directors shall at all times be subject to the paramount authority of the Association Board of Directors, but this provision shall not be construed to give said Association the right or duty in any Neighborhood which is a condominium the responsibility for operation of a condominium project.

O.R. BK 1785 PG 2734

v. **"Neighborhood Common Expense"** shall mean and refer to costs incurred by the Association or any Neighborhood Association for services rendered or expenses incurred which are not of general benefit but rather primarily for the benefit of and intended to be borne by the Owners of Parcels within a particular Neighborhood. Expenses incurred for the operation, maintenance and improvement of Neighborhood Common Property shall be Neighborhood Common Expenses and reimbursed to the relevant association through Neighborhood Assessments.

w. **"Neighborhood Common Property"** shall mean and refer to those lands and any improvements thereon which may be designated as Neighborhood Common Property on the recorded plat of any Additional Property or in any Supplemental Declaration, which said lands or facilities are intended to be devoted exclusively to the use and enjoyment of the Owners of parcels located within a particular Neighborhood. The costs of operation, maintenance and improvements of Neighborhood Common Property shall be borne solely by the Owners entitled to the use and enjoyment thereof. Neighborhood Common Property may be conveyed by the Declarant to the Association or to any Neighborhood Association for the purpose of operation, management, maintenance and improvement.

ARTICLE II

PROPERTY SUBJECT TO THIS MASTER DECLARATION AND ADDITIONAL PROPERTY

Section 1. Property Subject to Master Declaration. The Phase One Property is and shall be held, transferred and occupied subject to this Master Declaration.

Section 2. Additional Property. The Declarant (joined by the owner of the lands if other than the Declarant) shall have the sole right but not the obligation to bring within the scheme of this Master Declaration, as Additional Property, additional properties within the Development Plan at any time within twenty (20) years from the date this Master Declaration has been recorded, which annexation may be accomplished without the consent of the Association, its Members, the Owners or occupants of The Properties, any mortgage or lienholder, or anyone else. Annexation of Additional Property shall require HUD/VA prior approval as long as a Class "B" membership remains outstanding.

Section 3. Method of Annexation. The additions authorized under this Article shall be made by filing of record a Supplemental Declaration with respect to the Additional Property which shall extend the scheme of the covenants and restrictions of this Master Declaration to such Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Master Declaration for the purpose of annexing property to the scheme of this Master Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain such terms and provisions not inconsistent with this Master Declaration as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented, all of which may be significantly at variance with that of the Phase One Property.

Owners, upon recordation of any Supplemental Declaration, shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property within the real property so annexed and an obligation to contribute to the operation and maintenance of such Common Property within the annexed lands.

O.R. BK 1785 PG 2735

Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Master Declaration and to the jurisdiction of the Association.

As to any Additional Property brought within the scheme of this Master Declaration, the Owner or the Declarant may also subject such property to a declaration of condominium or other covenants and restrictions not inconsistent with this Master Declaration, and may create a separate Neighborhood Association for the purpose of owning, operating, governing, maintaining or improving Neighborhood Common Property within the Additional Property and performing the functions and fulfilling the obligations of a Neighborhood Association. In the event a Neighborhood Association is created with respect to any Additional Property, the Owners in the Additional Property affected by the Supplemental Declaration shall be Members of both the Association and the Neighborhood Association.

Section 4. Non-Binding General Plan of Development.

a. **Purpose.** The Development Plan, illustrated by Exhibit "B" attached hereto, is the dynamic design for the development of The Haile Plantation West mixed use planned development which may be modified and amended by the Declarant during the several years required to develop the community. The Development Plan shall not bind the Declarant to make the additions to the Properties which are shown on the Development Plan or to improve any portion of such real estate in accordance therewith. Nothing herein shall be interpreted as requiring annexation of any of said lands or, if annexed, that they be annexed in any particular sequence or configuration or that they be annexed in whole tracts. Nothing in this Master Declaration or in any Supplemental Declaration shall be construed to affect or encumber any portion of the lands in the Development Plan prior to annexation. No Owner, occupant or association shall have any rights to or jurisdiction over the said lands and improvements except as may be specifically granted by the owner of The Haile Plantation West pursuant to its rules of membership and use. It is the intention that the Property remain a passive deminimus P.U.D.

b. **Amendments.** The Declarant or owner(s) of the un-annexed property, hereby reserves the right to amend the Development Plan in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of The Properties and in response to changes in the requirement of government agencies or financial institutions.

c. **Interpretation.** Nothing contained in this Master Declaration, any Supplemental Declaration or the Development Plan shall be interpreted to:

(i) Require the Declarant or any other person or entity to annex any real property (other than the Phase One Property) to the scheme of this Master Declaration; or

(ii) Prevent any property not theretofore annexed from being subjected to another, independent declaration or scheme of development, even though such property may be encompassed by the Development Plan.

The community contemplated by this Master Declaration, including parcels of land subject to potential annexation, includes a variety of development types and values.

O.R. BK 1785 PG 2736

Section 5. Merger or Consolidation. Upon a merger or consolidation of the Association or any Neighborhood Association with another association, the properties, rights and obligations of each may, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association or Neighborhood Association as a surviving corporation pursuant to a merger or consolidation. The surviving or consolidated association may administer the covenants and restrictions established by this Master Declaration and any Supplemental Declaration within The Properties, together with the covenants and restrictions established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Master Declaration or any Supplemental Declaration within The Properties. A merger or consolidation shall require the assent of a majority of the Members other than Class B Members who are voting in person or by proxy at a meeting duly called for this purpose, and the assent of the Class B Member, if any.

Section 6. Declarant Consent to Amendment of Articles. This Article II may not be amended without the written consent of the Declarant, and the owner(s) of the lands being submitted as Additional Property if other than the Declarant.

ARTICLE III

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Association. The Association shall be a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws and this Master Declaration. Copies of the Association Articles of Incorporation and Bylaws are attached hereto as Exhibits "C" and "D", respectively. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. In the event of any such inconsistency, the provisions of this Master Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) Members of the Association, or (2) officers, directors, representatives or employees of the Declarant. A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with this Master Declaration, the Articles of Incorporation and the Bylaws.

Section 2. Membership. The Declarant and each Owner shall be Members of the Association.

The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Parcel shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Section 3. Voting Rights. The Association Shall have two (2) classes of voting membership:

a. Class "A". Class "A" Members shall be all Owners of Residential Units, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

O.R. BK 1785 PG 2737

b. Class "B". The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Master Declaration, the Class "B" Members shall be entitled to 3 votes for each Residential Unit owned by a Class "B" Member, or an aggregate of 156 votes based upon 52 permitted Residential Units in the Phase One Property. Thereafter, the number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing in the Association. No parcel shall be entitled to votes until such time as it is annexed by Supplemental Declaration; and at such time it shall be entitled to Class "B" votes in the same manner as provided herein. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or

(ii) Four (4) years from the date of recording this Master Declaration, or four (4) years from the date of the last annexation of property, whichever shall occur last.

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

Section 4. The Declarant Veto Power.

From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A", other than those held by the Declarant, equals ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association, or four (4) years after submission of any Property subject to this Declaration, whichever occurs first.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

O.R. BK 1785 PG 2738

c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) day after receipt of such notice to exercise its veto.

Section 5. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

Section 6. Duties, Powers and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Master Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Master Declaration, any Supplemental Declaration, the Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration, and improvement of the Common Property and Areas of Common Responsibility.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Member's Easements of Enjoyment. Subject to the provisions of this Master Declaration, the Association, the Declarant (until the Declarant transfers ownership of the last Residential Unit owned by Declarant) and every Member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Parcel in The Properties. Said rights shall include, but not be limited to, the following:

a. Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Common Property for all lawful purposes; and

b. Rights and easements of drainage across stormwater drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property; and

c. Rights to use and enjoy the Common Property for any purpose not inconsistent with this Master Declaration, any applicable Supplemental Declaration, the Bylaws and rules and regulations of the Association, or governmental regulations.

Section 2. Title to Common Property. The Declarant may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same. The Declarant may convey or turn over certain items of the Common Property and retain others. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association all then-existing and completed Common Property located within The Properties no later than at such time as Declarant has conveyed to Owners

O.R. BK 1785 PG 2739

fee simple title to seventy-five percent (75%) of the gross land area within the Development Plan. Said conveyances shall be free and clear of any mortgage lien. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Master Declaration:

> In order to preserve and enhance the property values and amenities of The Properties, the Common Property and all landscaping and drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

Section 3. Extent of Members' Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

a. The Association, subject to the rights of the Declarant and the Owners set forth in this Master Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.

b. The right of the Declarant without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such an easement as may damage or interfere with the installation, maintenance and operation of utilities or that may change the direction, or affect the flow, of drainage.

c. The easements and rights of the Declarant reserved by this Declaration.

d. The right of the Association to grant non-exclusive, permanent rights of use and enjoyment in the Common Property to the owners and occupants of lands and improvements encompassed by the Development Plan but not located within the Properties in exchange for services, payments or other consideration, which consideration may include the granting of reciprocal easements to the use and enjoyment of all or specific common areas.

Section 4. Phase of Development in Which Common Property Located Not Controlling As To Use. Designation by the Declarant of property as Common Property (as opposed to Neighborhood Common Property which is intended to be restricted as to user identity) shall result in general Association membership use and enjoyment entitlement regardless of the tract or phase in which the Common Property is located.

Section 5. Easement Reserved to the Declarant Over Common Property. The Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of The Properties; (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells, pumping stations and irrigation systems and lines; (4) the right and easement of ingress and egress for purposes of development, construction and marketing; and (5) such other

O.R. BK 1733 PG 2740

rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of the Development Plan; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. The Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property, easements, or green belts, or to grant such rights to others. Finally, the Declarant reserves the right to use the Common Property in its efforts to market The Properties. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant after conveyance of Common Property to the Association until such time as the Declarant has sold or committed to separate scheme of development all lands in the Development Plan. This Section may not be amended without the written consent of the Declarant.

Section 6. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Master Declaration shall be for the benefit of the Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Master Declaration, and any Owner or the Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 7. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Parcel, Common Property or Neighborhood Common Property, it shall be deemed that the Owner of such Parcel or the Association or the Neighborhood Association, as the case may be, has granted a perpetual easement to the Owner of the adjoining Parcel, or the Association, or Neighborhood Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

ARTICLE V

PROPERTY RIGHTS IN THE NEIGHBORHOOD COMMON PROPERTY

Section 1. Title to Neighborhood Common Property. Subject to the terms of this Master Declaration and any Supplemental Declaration and the easements reserved or granted pursuant thereto, the title to any Neighborhood Common Property shall be conveyed to the Association, or to such Neighborhood Association as may be established pursuant to Section 3 of this Article, for the purpose of owning, operating or maintaining the said Neighborhood Common Property. The conveyance of Neighborhood Common Property to the Association or to any Neighborhood Association shall be limited by the same reservation as to retention of title, and the conveyance shall be deemed to contain the same obligation of maintenance, operation and repair, as are reserved and imposed by Section 2 of Article IV of his Master Declaration with respect to the Common Property.

Section 2. Extent of Members' Easements. Each Owner of a Parcel included in any Additional Property designated in any Supplemental Declaration as containing Neighborhood Common Property for the exclusive benefit of the Owners in that Additional Property shall have a right and non-exclusive easement of use and enjoyment in and to the Neighborhood Common Property which right shall be appurtenant to the ownership of such Parcel. Notwithstanding anything to the contrary in this Master Declaration, a person or entity, other than the Declarant and the owning association, who is not an Owner of a Parcel encompassed within a particular Additional Property containing Neighborhood Common Property shall have no property right or rights of use or enjoyment in and to said Neighborhood Common Property, and membership in the Association shall not be

O.R. BK 1705 PG 2741

construed as vesting in any Member any property or user right in and to the Neighborhood Common Property unless said Member is also the Owner of a Parcel encompassed within the said Additional Property.

Subject to the rights and easements hereinafter described, Owners of Parcels encompassed within any Additional Property containing Neighborhood Common Property shall have such non-exclusive right, license, privilege and easements of use, enjoyment, drainage, ingress and egress, and utilities in and to the Neighborhood Common Property appurtenant to and passing with the title of such Parcels as shall be equivalent to the right, license, privilege and easements of the Members of the Association in and to the Common Property as such rights are specifically set forth in Article IV of this Master Declaration.

The Association (as to Neighborhood Common Property owned by it) shall have the same powers, duties and rights as to the said Neighborhood Common Property as are granted to the Association as to Common Property, and the Declarant shall have the same rights, powers and duties as to all Neighborhood Common Property, as are set forth in Sections 2, 3, 5 and 6 of Article IV of this Master Declaration, and the rights and easements granted to Owners of lands in any Additional Property containing Neighborhood Common Property in and to such property shall be subject to those said rights, powers and duties.

Section 3. Neighborhood Association. If desired by the Declarant in order to provide for the eventual ownership, maintenance and operation of any Neighborhood Common Property and improvements thereon, or in order to provide for the independent management, maintenance and operation of lands and improvements declared to be subject to the jurisdiction of such Neighborhood Association, the Declarant may cause one or more Neighborhood Associations to be created with some or all of the same rights and powers with respect to the Neighborhood Common Property and the Neighborhoods within their jurisdiction (including, without limitation, the right and power to levy assessments) as are provided to the Association as to Common Property and any Neighborhood Common Property owned by it. Such Neighborhood Association may be created by any Supplemental Declaration for the affected Neighborhood, and requirements of membership therein and the obligations of the Members thereof shall be set forth in the Supplemental Declaration and in the Articles and By-laws of the Neighborhood Association, and the assessment to be levied by the Neighborhood Association shall be in addition to the assessments levied by the Association. The Declarant or Master Association may withdraw from the Neighborhood Association any rights and powers granted to it by the Association or Declarant.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors shall have the authority but not the duty to obtain insurance for insurable improvements on the Common Property and any Neighborhood Common Property owned by it, and on any Area of Common Responsibility, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and to obtain public liability policies covering the Association, Declarant and/or its designee, and its Members for damage or injury caused by the negligence of the Association, Declarant and/or its designee, or any of its Members or agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property or the Areas of Common Responsibility. Premiums for insurance shall be the Neighborhood Common Expense of the Owners within any Neighborhood if for the primary benefit of that Neighborhood, the Owners of lands located therein, or any Neighborhood Common Property located therein.

BK1783 PG2742

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation on Assessments.

a. Each Owner by acceptance of a deed to any Parcel included in The Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Parcel against which each such assessment is made form the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due.

b. Exempt Property. The following property now or hereafter subject to this Master Declaration shall be exempt from the assessments, charges and liens created herein:

1. All Common Property and Neighborhood Common Property; and
2. Any Property owned by Declarant which has been subject to this Master Declaration for less than five (5) years.

Except as set forth in this subsection, no land or improvements in The Properties shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property or any Neighborhood Common Properties.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in The Properties, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Property, Neighborhood Common Property, the Areas of Common Responsibility, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board of Directors, including but not limited to:

a. Payment of operating expenses of the Association, and;

b. Lighting, improvement and beautification of access ways and easement areas (whether dedicated to the public or private), and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, entry features, and the costs of controlling and regulating traffic on the access ways if not maintained by a public body; and

c. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association, the Common Property or Neighborhood Common Property. Such taxes and assessments may be contested or compromised by the Association. It is the intent of this Master Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property and any Neighborhood Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefitted Parcel, the value of the interest of each Owner in such property shall be included in the

OR BK 1785 PG 2743

assessed value of each Parcel and any taxes levied directly against such community property should be of a nominal nature; and

d. Management, maintenance, improvement and beautification of landscaping and stormwater drainage and retention features on Common Property, Neighborhood Common Property and the Areas of Common Responsibility; and

e. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, Neighborhood Common Property or the Areas of Common Responsibility, and in furnishing services to or for the Members of the Association; and

f. Repair and maintenance of all streets and roadways situated upon the Common Property, Neighborhood Common Property or the Areas of Common Responsibility which have not been dedicated to any governmental unit; and

g. Funding of appropriate reserves for future repair and replacement; and

h. Doing any other thing necessary or desirable in the judgment of said Association to keep The Properties, the Common Property and Neighborhood Common Property, and the Areas of Common Responsibility neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of benefit to the Owners or occupants of The Properties.

Section 3. Determination of Assessments.

a. Operating Budget. It shall be the duty of the Board, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association and Neighborhood Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvements budget items as approved by the Board pursuant to Subsection (b) below.

b. Capital Budget. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an Appendix to the operating budget. Additionally, new capital improvements in the budget shall be approved not by the Board of Directors, but by a majority of the Owners or Members by separate written ballot.

c. Adoption of Budget. The Board shall cause a copy of the budget and the projected assessments to be levied for the following year, broken down according to type of Parcel and, if necessary, according to Neighborhood, to be delivered to each Member at least forty-five (45) days prior to the end of the Association's fiscal year. The budget and the assessments shall become effective unless and until disapproved at a special meeting of the Members held on or before thirty (30) days after the proposed budget and assessments are mailed to the Members, by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

OR BK 1783 PG 2744

d. Allocation of Assessments Among Parcels. Those portions of the operating budget reflecting Neighborhood Common Expenses shall be assessed only against those Owners and Parcels in the Neighborhood as to which Neighborhood Common Expenses are to be incurred by the Association, such assessment being the same for each similar type of Parcel or improvements in the affected Neighborhood. The balance of the Operating Budget of the Association shall be assessed against all non-exempt Owners and non-exempt Parcels in The Properties in proportions based upon an equal pro rata assessment against each Residential Unit, with variations according to Residential Unit type being permitted but not in any way required.

Section 4. Special Assessments.

a. Special Assessments. In addition to the annual assessments established pursuant to Section 3 hereof, the Board of Directors of the Association may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, Neighborhood Common Property or any Area of Common Responsibility including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board of Directors; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members (without regard to class) who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. Special assessments to be paid only by the Owners in a particular affected Neighborhood shall require only the approval of a majority of those Owners (without regard to class) within the affected Neighborhood who are in attendance in person or by proxy and voting at a meeting duly called for that purpose. The Board of Directors shall determine the date when such special assessment is to be paid.

b. Individual Assessment. The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Parcel pursuant to the standards set forth in this Master Declaration, or to reimburse the Association for any damage to any Common Property, Neighborhood Common Property or any Area of Common Responsibility caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Master Declaration or any Supplemental Declaration.

Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates. The annual assessments provided for herein as to the Phase One Property shall commence on the first day of the first full calendar month following the recordation of this Master Declaration. The annual assessment for each Additional Property shall commence upon the first day of the first full calendar month after the recordation of the applicable Supplemental Declaration.

The annual assessment for the Phase One Property shall be One Hundred Twenty and 00/100 Dollars ($120.00) per Residential Unit (prorated for calendar year in which this Master Declaration is recorded). The annual assessment shall be due and payable quarterly in advance beginning at the time the initiation fee is due. An initiation fee per Residential Unit may be established by the Board of Directors and shall be paid to the Association at the time any Residential Unit is first occupied or at the closing of the first sale of any Residential Unit subsequent to issuance of a certificate of occupancy for each such Residential Unit, whichever occurs first. The initiation fee shall not exceed one year's assessments as they may be set from time to time.

Annual assessments shall be due, in advance, on or before the commencement of the year for which imposed; provided, however, the Board of Directors shall have the discretion to collect assessments in installments over the year for which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such rate shall

BR 1705 PG2745

not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

The amount of the annual assessment to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any Additional Property annexed at a time other than at the beginning of an assessment period.

Section 6. Neighborhood Assessments. As part of the assessments levied by the Association pursuant to Sections 3 and 4 hereof, each affected Owner shall pay Neighborhood Assessments imposed for any applicable Neighborhood Common Expense. The Neighborhood Assessments levied by the Association shall be collectible as part of, in the same manner, and on the same terms as the annual assessment. In the event a separate Neighborhood Association levies an assessment, it may be collected by the Association and transferred to a separate account for the benefit of the Neighborhood Association within ninety (90) day of receipt by the Association.

Section 7. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid. The Board of Directors may establish a reasonable fee to reimburse the cost of issuance of said certificate.

Section 8. Effect of Non-Payment of Assessment. If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage as hereinafter provided in Section 9. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. Costs of collection shall include not only costs of a legal action or legal representation, but shall include costs incurred by the Association for collection. Each letter written for delinquent assessments shall be reimbursed at the same rate as a Certificate of Payment.

If it becomes necessary for the Association to file a claim of lien against any Parcel, a lien fee in an amount set by the Board of Directors may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

OR BK 1783 PG 2746

Section 9. Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for by this Master Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Parcel in The Properties and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities, or any of same constituting an institutional mortgage; provided, however, that a sale or transfer of any Parcel pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Parcel from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the properties subject to assessment, and no mortgagee shall be responsible for the collection of assessments from an Owner.

Section 10. Adjustment or Abatement of Assessments to Reflect Varying Levels of Services. The Board of Directors is authorized to enter into agreements with or to grant concessions to any Owner, group of Owners, any Neighborhood Association, any condominium or similar association, or any Owner of lands lying within the Development Plan, whereby said second party may perform as to the affected lands or any right-of-way or Area of Common Responsibility in or adjacent thereto, any one or more of the functions, duties or prerogatives of the Association and to receive in exchange therefor a reduction or moratorium on any assessments or any other obligations to the Association which otherwise would be payable by said second party and same shall not be considered as discrimination among the Owners. Furthermore, in determining assessments payable by the Owners, the Board of Directors may in its discretion allocate among the Owners affected or benefitted the varying cost components of the budget to reflect varying levels of services to different Owners; for example but not by way of limitation, the Board may elect to allocate on an exclusive basis the costs of street lighting within any Neighborhood to the Owners within that Neighborhood, or the Board may elect to reduce the assessments for any Neighborhood containing minimal Common Property or Areas of Common Responsibility to be maintained by the Association.

Section 11. Association Agreements for Use of Common Property. The Board of Directors shall have the authority to grant to the owners and occupants of lands and improvements not subject to the scheme of this Declaration non-exclusive rights of use and enjoyment and easements in and to the Common Property and improvements thereon in consideration of services, payments, or both, or any other consideration passing to or for the benefit of the Association in such amounts and upon such terms as shall be acceptable to the Board in its discretion. The services therein referred to may include but are not limited to the performance of one or more duties, functions or prerogatives of the Association such as but not limited to maintenance or improvement of any Area of Common Responsibility. Said consideration may also be reciprocal easement agreements.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Control; ARB. All lands and improvements in The Properties are subject to architectural and environmental review. This review shall be in accordance with this Article and The Haile Plantation West's Planning, Construction and Development Criteria described below. No sitework, landscaping, utilities extensions, drainage improvements, paving, parking areas, 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

OR BK 1785 PG 2747

adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review Board (the "ARB") as to consistency with the Development Plan and The Haile Plantation West's Planning, Construction and Development Criteria ("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.

The ARB shall promulgate and revise from time to time the Planning Criteria for The Properties. The Planning Criteria shall be set forth in writing and made available to all builders doing business in The Properties, and to all Members and prospective Members of the Association. Each applicant for approval shall have the burden to know and comply with the appropriate criteria. The Planning Criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Master Declaration, including without limitation minimum square footage requirements for Residential Units, landscaping, fence design and residential recreational improvements. Different Planning Criteria may be adopted and enforced for improvements in different portions of The Properties.

So long as the Declarant owns any lands subject to this Master Declaration or any Supplemental Declaration, the Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board of Directors of the Association. The ARB shall consist of no less than three (3) members, none of whom shall be required to be owners or occupants of the Properties. 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 Master 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.

The ARB, in its sole discretion, may delegate (retaining the right to withdraw) to a separate committee by Neighborhood or groups of Neighborhoods some or all of the powers and duties of the ARB contained herein. The general intent is to permit delegation after a Neighborhood has all or substantially all of the units constructed in the Neighborhood.

Section 2. Approval or Disapproval. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Master Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, fences, enclosures, mail boxes, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general Development Plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans (collectively the "plans") shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans from an authorized agent of the ARB. Plans and re-submittals thereof shall be approved or disapproved within forth-five (45) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or resubmitted. The ARB approval or disapproval, as required by this Master Declaration, shall be in writing and shall accompany one (1) copy of the plans to be returned to the

O.R. BK 1785 PG 2748

Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining copy shall become the property of the ARB.

Section 3. Violations; Waiver. The work approved must be performed strictly in accordance with the plans as submitted and approved. If after such plans have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Master Declaration. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance executed by any member of the ARB shall appear of record in the office of the Clerk of the Circuit Court of Alachua County, Florida, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the ARB, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans does not violate the provisions of this Master Declaration. The approval of the ARB of any plans submitted for approval as herein specified shall not be deemed to be a waiver by the ARB of its rights to object to any of the features or elements embodied in such plans if or when the same features or elements are

embodied in any subsequent plans submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 4. Variances. The ARB may authorize variances from compliance from any of the architectural provisions of this Master Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, existing or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ARB and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Master Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the Planning Criteria for any purposes except as to the particular Parcel and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Parcel, including but not limited to zoning ordinances and setback requirements imposed by the appropriate governmental authority.

Section 5. Waiver of Liability. Neither the Declarant, the ARB, any member of the ARB, or the Association, or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of The Properties by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damage. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise, is given solely to protect the aesthetics of The Properties; and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof comply with, or are not in violation of any applicable laws, codes, rules or regulations.

The Declarant, the ARB, the Association or any agent thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

O.R. BK 1785 PG 2749

This Article may not be amended without the Declarant's written approval so long as the Declarant owns any Parcel.

Section 6. Enforcement of Planning Criteria. The Declarant or the Board of Directors shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should the Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, the Declarant and the Association shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Parcel for any trespass or damages or injury to the property or person unless caused by gross negligence or intentional wrongdoing.

Section 7. Term of Approval. Approval by the ARB shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without written renewal of such prior approval.

ARTICLE IX

EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility; Default. It shall be the affirmative duty of each Owner at all times to keep and maintain the improvements, landscaping and stormwater drainage and retention improvements located on and serving to drain only its Parcel in good and presentable condition and repair consistent with the approved plans and specifications therefor. The Association shall have the right to provide exterior maintenance upon any Parcel and improvements thereon in The Properties in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's property, the Board of Directors of the Association, or a committee appointed by the Board of Directors, shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of The Properties. Except in the event of an emergency, prior to commencement of any maintenance work, the Board of Directors must furnish fifteen (15) days' prior written notice to the Owner at the last address listed in the Association's records for said Owner notifying the Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter in or upon any Parcel and the exterior of any improvements located thereon, or to hire personnel to do so, to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right to do such things as, but limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of The Properties. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected parcel or improvements thereon unless caused by gross negligence or intentional wrongdoing.

O.R. BK 1785 PG 2750

Section 2. Assessment of Cost. The cost of the repair or maintenance referred to in Section 1 shall be assessed as an individual assessment against the Owner of the Parcel or improvements upon which such maintenance is done. Said individual assessment shall be secured by a lien upon the affected Parcel and improvements and shall also constitute a personal obligation of the Owner. The individual assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

Section 3. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its duly authorized agents, contractors or employees, shall have the right to enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made on any day and at any hour.

Section 4. Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property, Neighborhood Common Property (if made subject to the control of the Association) and Areas of Common Responsibility, and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, of all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, parking spaces, walks, and other improvements situated upon the said Common Property, Neighborhood Common Property and Areas of Common Responsibility. It shall also be the affirmative duty of the Association to maintain as a Common Expense all stormwater drainage and retention improvements and features located in The Properties or Areas of Common Responsibility and comprising part of the master stormwater drainage plan for The Haile Plantation West. All maintenance of each Parcel in The

Properties and all parts of any structure thereon, unless specifically identified as being the responsibility of the Association or any Neighborhood Association, shall be the responsibility of the Owner of such Parcel.

ARTICLE X

RESTRICTIVE COVENANTS

The Properties shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, invitees, successors, and assigns, as follows:

Section 1. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Parcel. This section does not restrict the right of any Owner to instal, operate and maintain a water well for use only for air conditioning/heating, and irrigation purposes.

Section 2. Landscaping. Landscaping on each Parcel and stormwater drainage and retention features located on and serving only that Parcel shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof. The Owner of each Parcel abutting a body of water or any canal shall maintain the shoreline of said Parcel free of debris and weeds consistent with applicable environmental regulations. All landscaped and grassed areas on each Parcel shall be watered by means of an automatic underground sprinkler system which shall be employed so as to keep all vegetation in excellent condition; however, this requirement shall not apply to common areas. ARB may waive this requirement based upon changes in water usages and landscaping materials. Landscaping as approved by the ARB shall be installed within thirty (30) days of occupancy or completion of any buildings (as evidenced by a certificate of occupancy or its equivalent), whichever occurs first.

OR BK 1785 PG 2751

Section 3. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon The Properties, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of The Properties, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Property or Neighborhood Common Property, nor any part thereof, and all laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment and occupancy of The Properties shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof; noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke, dust, dirt or fly ash; unusual fire or explosive hazards; or vibration.

Section 4. Rules and Regulations. Rules and regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of The Properties shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as multi-family structures, air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, clotheslines, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, swimming pools, television antennas, driveways, walkways, sight distance at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this Master Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Owner prior to the time same become effective. Each Neighborhood Association may establish additional rules and regulations applicable to the areas under its control provided they are not in contradiction of the Association Rules and Regulations.

Section 5. Animals. Birds, fish, dogs and cats may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. All dogs and cats must be leashed or fenced when outside and shall not be permitted to run loose. No other animals, fowl, reptiles or livestock shall be kept or maintained in The Properties. No animal, etc., shall be permitted to remain if it disturbs the tranquility of The Properties or the Owners or tenants thereof. Each owner shall be responsible for maintaining any area used by his/her pet.

Section 6. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of The Properties except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building, buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building approved by the Architectural Review Board. These elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible.

Section 7. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the Board of Directors, the Architectural Review Board and governmental regulations.

Section 8. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or any neighboring Parcel. All trucks in excess of 3/4 ton, commercial vehicles, campers, mobile homes, motor-homes, boats, house trailers, boat trailers, or trailers of every other description must be

O.R. BK 1785 PG 2752

parked or stored in a fully enclosed garage or an area completely screened from view from any other Parcel, Lot, Dwelling Unit or Common Property. The only exception is during the periods of approved construction on The Properties. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pick-up, delivery, and other commercial services. Additional rules and regulations regarding use, repair and storage of vehicles in The Properties may be promulgated from time to time by the Board of Directors.

Section 9. Temporary Structures. No building or structure of a temporary character, including trailers, tents and shacks shall be permitted in The Properties; provided, however, temporary improvements used solely in connection with the construction of approved permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

Section 10. Signs. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on any Parcel, unless prior written approval of the ARB is obtained; provided, however, reasonable street numbers and name signs on individual Residential Units and one sign containing not more than eight (8) square feet on surface area per side (2 sides maximum) and used solely in connection with the marketing of Parcels for sale shall be permitted without prior approval. The restrictions of this section shall not apply to the Declarant.

Section 11. Air-Conditioning Equipment. No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in The Properties unless approved by the ARB. Approval shall be based upon adequacy of screening and/or landscaping of such equipment. The ARB may prohibit window air conditioning units altogether or impose stricter standards.

Section 12. Drainage Structures. No person (other than the Declarant), without the prior written approval of the ARB, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by the Declarant or the Association from, on and over any Parcel, Common Property, Neighborhood Common Property or any Area of Common Responsibility; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 13. Antennae. No outside antenna, including without limitation any television, radio, microwave or dish antenna, shall be erected, used or maintained in The Properties without the prior written approval of the ARB. Said approval shall not be granted until ARB adopts an Antennae Policy; which adoption shall not occur before such time as, solely in the opinion of ARB, technology and manufacturing advance to provide for the availability of an aesthetically acceptable Antennae.

Section 14. Subdivision. No part of The Properties shall be further subdivided except as platted without the prior written consent of the Declarant for so long as the Declarant owns any lands in the Development Plan, and thereafter by the Board of Directors.

Section 15. Completion of Construction. After commencement of construction of any improvements in The Properties, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof. The Owner of the Parcel on which improvements are being constructed shall at all times keep public and private streets contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

Section 16. Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping.

O.R. BK 1785 PG 2753

Section 17. Maintenance of Protective Screening. Excluding that comprising an Area of Common Responsibility to be maintained by the Association, any protective screening constructed along exterior Parcel lines as a buffer against the encroachment of noise, dust and/or visual pollution, or other adverse influence, shall be maintained by the Owners of such Parcel, at such Owner's expense, including the repair and replacement thereof from time to time, for so long as such buffer shall continue necessary by virtue of the continued adverse influence on the adjacent properties, which such necessity shall be determined by the ARB.

Section 18. Utility Service. No "service lines" shall be constructed, placed or maintained anywhere in or upon The Properties unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the ARB. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The foregoing shall not apply to "transmission lines" now or hereafter existing on The Properties. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires, etc. as transmit the current or power to the Parcels or parts thereof, and from which the "service lines" run.

Section 19. Mailboxes. No mailboxes or newspaper boxes shall be permitted in The Properties unless and until approved by the ARB, and subject to such requirements as may be imposed by the ARB.

Section 20. Changes to Development Plan or Development Order. No Owner shall seek directly or indirectly to change or amend any aspect of the Development Plan or Development Order, which such change or amendment would in any manner affect any part of the lands included in the Development Plan and lying outside of that Owner's Parcel, including but not limited to any change in permitted density of development, permitted land use, stormwater drainage requirements or otherwise, without the prior written consent of the Declarant, which consent may be granted or denied by the Declarant at its sole discretion, so long as Declarant owns lands within the Development Plan.

Section 21. Clotheslines. No clotheslines shall be permitted in The Properties.

Section 22. Play Structures and Yard Accessories. All basketball backboards and any other fixed games, shall be located at the side or rear of the residential structure. All play structures and yard accessories shall be located to the rear of any building and within the building set back line. For any such structure exceeding six (6) feet in height, approval must first be obtained from the ARB.

Section 23. Trees. Living trees measuring four inches (4") or more in diameter at three feet (3') or more above ground level shall not be cut down or removed from The Properties without the prior written consent of the ARB unless the trees are located within six feet (6') of the residence or its proposed location as approved by the ARB.

Section 24. Garages. The ARB shall establish criteria for garages based upon the different Planning Criteria adopted in different portions of The Properties. The ARB may even, in its sole discretion, determine that garages are not necessary for certain portions of The Properties.

Section 25. Fences. No fences shall be erected without prior ARB approval. No chain link fences shall be permitted. The ARB shall prepare fence guidelines to be included within the Construction and Development Criteria.

O.R. BK 1785 PG2754

Section 26. Rights of the Declarant. The Declarant and/or its designee has the right to maintain upon a portion of The Properties sales, administrative, construction or other offices, signs and other promotional equipment and apparatus which shall not be subject to assessment.

ARTICLE XI

AMENDMENT BY DECLARANT

The Declarant, as long as Declarant owns or is authorized by an owner of lands within the Development Plan, reserves and shall have the sole right to (a) amend this Master Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Parcel which do not lower the standards of the covenants and restrictions herein contained; (c) release any Parcel from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Master Declaration without vote or consent of the Owners in any manner which does not adversely affect the substantive rights of an existing Owner or mortgagee; and (e) to amend this Master Declaration during the first two (2) years after same has been recorded to comply with the request of any mortgagee referred to in Section 9 of Article VII. The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, or the Association.

ARTICLE XII

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant for so long as the Declarant owns any lands in the Development Plan, and thereafter without the prior written approval of the Board of Directors of the Association may impose any additional covenants or restrictions on any part of The Properties.

ARTICLE XIII

AMENDMENT

Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the Public Records of Alachua County, Florida. No such amendment requiring FHA or VA approval shall be effective until same is approved by FHA or VA. A proposed amendment may be initiated by the Declarant, the Association, or by petition signed by fifteen percent (15%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Owners, without regard to class. Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to a member of the Board of Directors

O.R. BK 1785 PG 2755

at or prior to the meeting. The recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Alachua County.

So long as the Declarant shall own any lands which are subject to potential annexation, no Declarant related amendment shall be made to this Master Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners.

b. Modifies the definitions provided for by Article I of this Master Declaration in a manner which alters the Declarant's rights or status.

c. Modifies or repeals any provision of Article II of this Master Declaration.

d. Alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.

e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.

f. Denies the right of the Declarant to convey to the Association Common Property or Neighborhood Common Property.

g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.

h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's rights as provided for by any provision of this Master Declaration or any Supplemental Declaration.

ARTICLE XIV

PARTY WALLS OR PARTY FENCES

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction and any replacement of improvements in The Properties.

In the event that any portion of any structure, as originally constructed, including any party wall or fence, shall protrude over an adjoining Common Property, Neighborhood Common Property, or Parcel, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lands, and the affected Owner shall neither maintain any action for the removal of the party wall or fence or projection, nor for damages. In the event there is a protrusion, it shall be deemed that the affected Owner has granted a perpetual non-exclusive

O.R. BK 1785 PG 2756

easement to the adjoining Owner for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are construed in conformity with the original structure, party wall or fence.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence must restore it, and if other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The rights of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. If all parties agree, in the event of any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The decision of the arbitrators shall be binding and conclusive upon the parties and any party to the dispute shall not thereafter have the right to institute any action or proceeding, at law or equity.

ARTICLE XV

COVENANTS COMMITTEE

Section 1. Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Nothing herein shall prohibit a Member from serving on both the ARB and the Covenants Committee. Acting in accordance with the provisions of this Master Declaration, the Bylaws, and any resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association relative to alleged infractions of the covenants, rules and regulations of the Association.

Section 2. Hearing Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violations of rules and regulations unless and until the following procedure is followed:

a. Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(i) the alleged violation;

(ii) the action required to abate the violation; and

O.R. BK 1785 PG 2757

(iii) a time period which, except in emergency situations which shall include but not be limited to noise pollution, shall be not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

b. Notices. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall not be less than ten (1) days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence, and witness on his behalf; and

(iv) the proposed sanction to be imposed.

c. Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

d. Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right a written notice must be received by the manager, President, or Secretary of the Association within ten (10) days after the hearing date.

e. Fines. The Covenants Committee may impose special assessments against Parcel owned by the Owner as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars ($100.00).

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars ($500.00).

(iii) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars ($1,000.00).

Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties. Fines shall be treated as an assessment subject to the provisions for the collection of assessments. All monies received from fines shall be allocated as directed by the Board of Directors. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

O.R. BK 1785 PG2758

ARTICLE XVI

DURATION AND TERMINATION

The covenants and restrictions of this Master Declaration and of each Supplemental Declaration incorporating Additional Properties shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association and any Owner of any land subject to this or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Master Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Master Declaration and any Supplemental Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80%) of the votes in the Association and all mortgagees agreeing to terminate said covenants and restrictions.

ARTICLE XVII

ENFORCEMENT

Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, any Owner or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provisions shall be construed as cumulative of all other remedies now or hereafter provided by law or this Master Declaration. The failure of the Declarant, its successors or assigns, or the Association or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner or Member shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Lessees to Comply with Declaration, Articles and Bylaws - Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Master Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Master Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants notwithstanding the fact that such occupants of the Parcel are also fully liable for any violation of the documents and regulations.

O.R. BK 1785 PG2759

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Master Declaration, Bylaws, Articles or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

ARTICLE XVIII

PRIVATE RECREATIONAL AREAS

Section 1. PRIVATE RECREATIONAL AREAS. **THE CONSTRUCTION OF PRIVATE RECREATIONAL AREAS IS NOT A GUARANTEED PORTION OF THE DEVELOPMENT, BUT IS SUBJECT TO THE SAME ABILITY TO AMEND OR MODIFY AS ANY OTHER PROPERTY WITHIN THE MASTER PLAN. IF CONSTRUCTED, THE PRIVATE RECREATIONAL AREAS MAY BE PRIVATE, SEMI-PRIVATE OR PUBLIC RECREATIONAL AREAS. THERE IS VESTED NO REGULATORY AUTHORITY OF THE PRIVATE RECREATIONAL AREAS BY THE ASSOCIATION OR NEIGHBORHOOD ASSOCIATION(S), AND IS NOT PART OF THE COMMON PROPERTY. NONE OF THE TERMS AND CONDITIONS OF THESE DECLARATIONS OR AMENDMENTS THERETO, EXCEPT AS PROVIDED IN ARTICLE XVIII, SHALL BE APPLICABLE TO THE PRIVATE RECREATIONAL AREAS, OR THE OPERATION OF SAME. NEITHER THE ASSOCIATION NOR ANY NEIGHBORHOOD ASSOCIATION, AS OF THE RECORDING OF THESE DECLARATIONS, HAS AN OPTION TO PURCHASE THE PRIVATE RECREATIONAL AREAS, OR RIGHT TO ANY OWNERSHIP THEREIN.**

Section 2. Amendment. This Article shall not be amended without the prior written consent of the owner(s) of the Private Recreational Areas.

ARTICLE XIX

MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision of provisions of this Master Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

Section 3. Notices. Any notice provided for herein shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person as shown on the records of the Association at the time of such mailing, unless otherwise provided herein.

Section 4. Headings. The paragraph headings are for reference purposes only and shall not in any way effect the meaning, content or interpretation of this Master Declaration.

O.R. BK 1785 PG2760

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Linda Wilkinson

Janis M. Ikner

Declarant:

HAILE PLANTATION WEST, a Florida joint venture

By: Robert R. Rowe (SEAL)
ROBERT R. ROWE, President of BGR OF HAILE, INC.

and

By: _____ (SEAL)
ROBERT B. KRAMER, President of HAILE PLANTATION CORPORATION

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **ROBERT R. ROWE**, well known to me to be President of **BGR OF HAILE, INC**, a Florida corporation, and he acknowledged executing the foregoing Master Declaration on behalf of said corporation; said corporation being a joint venturer of, and together with **HAILE PLANTATION CORPORATION d/b/a HAILE PLANTATION WEST**, a Florida joint venture, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 19 day of September, 1990.

Linda Lee Wilkinson
Notary Public State of Florida
My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 11, 1993
Bonded Thru Troy Fain-Atkinson Inc.

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **ROBERT B. KRAMER**, well known to me to be President of **HAILE PLANTATION CORPORATION**, a Florida corporation, and he acknowledged executing the foregoing Master Declaration on behalf of said corporation; said corporation being a joint venturer of, and together with **BGR OF HAILE, INC. d/b/a HAILE PLANTATION WEST**, a Florida joint venture, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 18 day of September, 1990.

Notary Public State of Florida
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 22, 1993
Bonded By SAFECO Insurance Company of America

31

DESIGNATION AND AUTHORIZATION

BGR OF HAILE, INC., a Florida corporation, the fee simple owner of the Phase One Property, hereby designates and authorizes **HAILE PLANTATION WEST**, a Florida joint venture [consisting of **BGR OF HAILE, INC.**, a Florida corporation, and **HAILE PLANTATION CORPORATION**, a Florida corporation], its successors or assigns, as authorized agent to exercise all rights and fulfill all duties required by the Declarant or as an owner hereunder.

WITNESS:

Linda Wilkinson

Janis M Dixon

BGR OF HAILE, INC., a Florida corporation

By: Robert R. Rowe (SEAL)
ROBERT R. ROWE, President

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **ROBERT R. ROWE**, well known to me to be President of **BGR OF HAILE, INC**, a Florida corporation, and he acknowledged executing the foregoing Designation and Authorization 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.

WITNESS my hand and official seal in the County and State last aforesaid on this 19 day of September, 1990.

Linda Lee Wilkinson
Notary Public State of Florida
My Commission Expires:
Notary Public, State of Florida
My Commission Expires June 11, 1993
Bonded Thru Troy Fain-Insurance Inc.

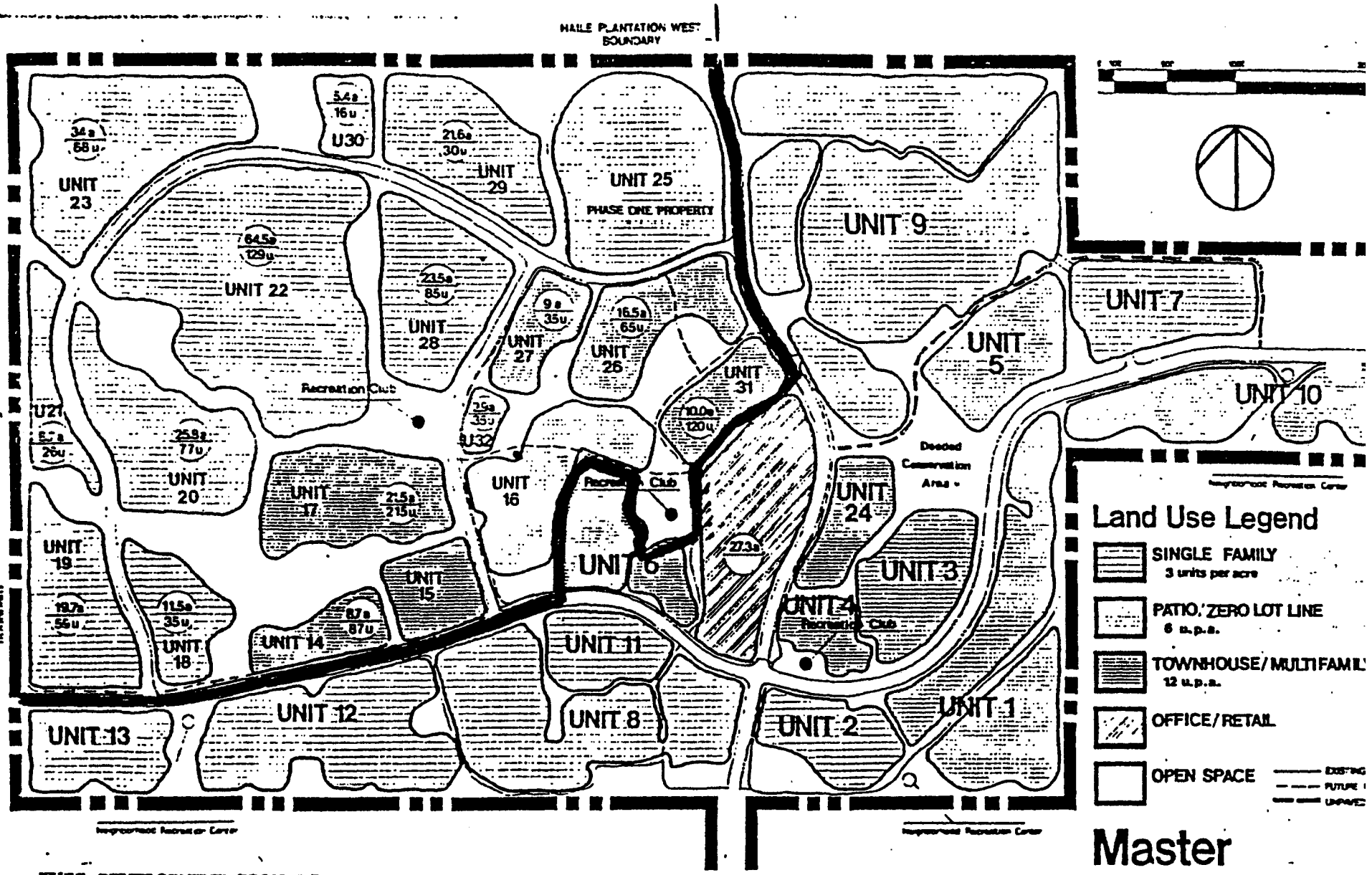
O.R. BK 1785 PG2762

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Sections 19 and 20, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 19, Township 10 South, Range 19 East, and run thence South 89° 56'06" West along the North boundary of said section, 50.00 feet to the Point of Beginning; thence continue South 89° 56'06" West along said North boundary 572.93 feet; thence South 00° 03'54" East 250.37 feet; thence North 89° 56'06" East 43.94 feet; thence South 00° 03'54" East 204.34 feet; thence South 68° 27'38" West 26.16 feet; thence North 84° 25'30" West 129.22 feet; thence South 66° 46'08" West 96.08 feet; thence South 43° 14'39" West 59.45 feet; thence South 07° 08'09" West 134.11 feet; thence South 00° 06'27" East 42.87 feet; thence South 13° 33'54" East 90.77 feet; thence South 35° 40'44" East 45.42 feet; thence South 64° 42'55" East 156.26 feet; thence North 78° 45'03" East 141.53 feet; thence North 50° 58'02" East 150.00 feet; thence South 19° 07'10" East 140.00 feet; thence South 41° 52'54" East 112.41 feet; thence South 00° 23'43" West 308.96 feet to a point on the arc of a curve concave Southeasterly and having a radius of 830.00 feet; thence Southwesterly along the arc of said curve through a central angle of 00° 48'00" an arc distance of 11.59 feet, said arc being subtended by a chord having a bearing and distance of South 61° 04'16" West 11.59 feet; thence South 29° 19'44" East 120.00 feet to a point on the arc of a curve concave Southeasterly and having a radius of 710.00 feet; thence Northeasterly along the arc of said curve through a central angle of 02° 08'11" an arc distance of 26.47 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 61° 44'21" East 26.47 feet; the end of said curve being the beginning of a curve concave Southeasterly and having a radius of 186.00 feet; thence Northeasterly along the arc of said curve through a central angle of 12° 53'59" an arc distance of 41.88 feet, said arc being subtended by a chord having a bearing and distance of North 69° 15'26" East 41.79 feet; thence North 75° 42'25" East 158.31 feet to the beginning of a curve concave Southerly and having a radius of 698.00 feet; thence Easterly along the arc of said curve through a central angle of 08° 53'54" an arc distance of 108.40 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 83° 33'03" East 108.29 feet; thence North 88° 00'00" East 11.47 feet to the beginning of a curve concave Southwesterly and having a radius of 40.00 feet; thence Southeasterly along the arc of said curve through a central angle of 86° 55'29" an arc distance of 60.69 feet to a point of cusp, said arc being subtended by a chord having a bearing and distance of South 48° 32'15" East 55.03 feet; said point of cusp being on the arc of a curve concave Easterly and having a radius of 1029.62 feet; thence Northerly along the arc of said curve through a central angle of 03° 04'32" an arc distance of 55.27 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 03° 32'15" West 55.26 feet; thence North 02° 00'00" West 531.88 feet to the beginning of a curve concave Westerly and having a radius of 929.62 feet; thence Northerly along the arc of said curve through a central angle of 14° 00'00" an arc distance of 227.15 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 09° 00'00" West 226.58 feet; thence North 16° 00'00" West 251.08 feet to the beginning of a curve concave Easterly and having a radius of 892.74 feet; thence Northerly along the arc of said curve through a central angle of 16° 14'43" an arc distance of 253.12 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of North 07° 52'38" West 252.27 feet; thence North 00° 14'43" East 70.15 to the Point of
Beginning.



THIS DEVELOPMENT PLAN IS THE NON-BINDING, GENERAL SCHEME OF INTENDED USES OF THE LANDS of Haile Plantation West.

EXHIBIT "B" to MASTER DECLARATION

Master Development Plan Map

OR 1785 PG 2764

EXHIBIT "A"

HAILE PLANTATION UNIT 27:

A portion of Section 19, Township 10 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Northeast corner of Section 19, Township 10 South, Range 19 East and run thence South 89 deg. 56 min. 06 sec. West along the North boundary of said section, 873.72 feet to the Point of Beginning; thence continue South 89 deg. 56 min. 06 sec. West, along said North boundary, 1685.64 feet; thence South 00 deg. 21 min. 24 sec. West 102.52 feet; thence South 65 deg. 51 min. 10 sec. East, 60.00 feet to a point on the arc of a curve concave Southeasterly and having a radius of 820.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 12 deg. 53 min. 49 sec. an arc distance of 184.58 feet; said arc being subtended by a chord having a bearing and distance of South 17 deg. 41 min. 56 sec. West, 184.19 feet; thence South 00 deg. 21 min. 24 sec. West, 464.22 feet to a point lying on the arc of a curve concave Southwesterly and having a radius of 2170.00 feet; thence Southeasterly along the arc of said curve through a central angle of 29 deg. 30 min. 48 sec., an arc distance of 1117.78 feet to the end of said curve, said arc being subtended by a chord having a bearing and distance of South 63 deg. 16 min. 42 sec. East, 1105.46 feet; said end of curve being the beginning of a curve concave Northeasterly and having a radius of 1100.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 28 deg. 44 min. 37 sec. an arc distance of 551.84 feet to a point on the West boundary of Haile Plantation Unit 25, Phase II, as per plat thereof recorded in Plat Book "P", pages 61 and 62 of the public records of Alachua County, Florida; said arc being subtended by a chord having a bearing and distance of South 61 deg. 22 min. 11 sec. East, 546.07 feet; thence North 13 deg. 44 min. 42 sec. East, along said West boundary 91.66 feet; thence North 80 deg. 46 min. 06 sec. West, along said West boundary, 94.77 feet to a point at the beginning of a curve concave Northeasterly and having a radius of 1064.06 feet; thence Northwesterly along the arc of said curve and along said West boundary, through a central angle of 01 deg. 27 min. 57 sec. an arc distance of 27.22 feet, said arc being subtended by a chord having a bearing and distance of North 70 deg. 25 min. 41 sec. West, 27.22 feet; thence Northerly along said West boundary through the following 11 courses: 1) North 03 deg. 08 min. 47 sec. East, 278.50 feet; 2) North 01 deg. 12 min. 38 sec. West, 118.00 feet; 3) North 10 deg. 01 min. 22 sec. West, 118.00 feet; 4) North 22 deg. 29 min. 37 sec. West, 123.07 feet; 5) North 08 deg. 15 min. 09 sec. West, 170.00 feet; 6) North 08 deg. 18 min. 50 sec. East, 170.00 feet; 7) North 24 deg. 52 min. 50 sec. East, 170.00 feet; 8) North 41 deg. 26 min. 50 sec. East, 170.00 feet; 9) North 58 deg. 00 min. 50 sec. East, 170.00 feet; 10) North 78 deg. 40 min. 42 sec. East, 48.55 feet; 11) North 00 deg. 03 min. 54 sec. West, 70.39 feet to the Point of Beginning.
Containing 34.78 acres, more or less.

630

HAILE PLANTATION UNIT 23:

A portion of Section 19, Township 10 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Northeast corner of Section 19, Township 10 South, Range 19 East and run thence South 89 deg. 56 min. 06 sec. West, along the North boundary of said section, 2559.36 feet to the Point of Beginning; thence continue South 89 deg. 56 min. 06 sec. West, along said North boundary, 86.41 feet to the Northwest corner of the Northeast 1/4 of said section; thence South 89 deg. 56 min. 27 sec. West along said North boundary, 599.22 feet; thence South 00 deg. 03 min. 33 sec. East, 255.96 feet; thence South 34 deg. 42 min. 52 sec. East 94.74 feet; thence South 69 deg. 22 min. 12 sec. East, 94.99 feet; thence South 00 deg. 03 min. 54 sec. East, 291.68 feet; thence North 89 deg. 56 min. 06 sec. East, 85.00 feet to the beginning of a curve concave southerly and having a radius of 2230.00 feet; thence easterly along the arc of said curve through a central angle of 07 deg. 33 min. 34 sec., an arc distance of 294.22 feet, said arc being subtended by a chord having a bearing and distance of South 86 deg. 17 min. 07 sec. East, 294.01 feet; thence South 07 deg. 29 min. 40 sec. West, 60.00 feet to a point on the arc of a curve concave southerly and having a radius of 2170.00 feet; thence Easterly along the arc of said curve through a central angle of 04 deg. 28 min. 14 sec., an arc distance of 169.32 feet, said arc being subtended by a chord having a bearing and distance of South 80 deg. 16 min. 13 sec. East, 169.27 feet; thence North 00 deg. 21 min. 24 sec. East, 464.22 feet to a point on the arc of a curve concave southeasterly and having a radius of 820.00 feet; thence Northeasterly along the arc of said curve through a central angle of 12 deg. 53 min. 49 sec., an arc distance of 184.58 feet, said arc being subtended by a chord having a bearing and distance of North 17 deg. 41 min. 56 sec. East, 184.19 feet; thence North 65 deg. 51 min. 10 sec. West, 60.00 feet; thence North 00 deg. 21 min. 24 sec. East, 102.52 feet to the Point of Beginning.

Containing 9.76 acres, more or less.

HAILE PLANTATION UNIT 14:

A portion of Section 19, Township 10 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the Southeast corner of Section 19, Township 10 South, Range 19 East and run thence North 89 deg. 49 min. 05 sec. West along the South boundary of said section, 3958.36 feet to the Southwest corner of HAILE PLANTATION UNIT 12, PHASE III, as per plat thereof recorded in Plat Book "K", pages 52 and 53 of the public records of Alachua County, Florida; thence Northerly along the West boundary of said Haile Plantation, Unit 12, Phase III, through the following 3 courses: 1) North 00 deg. 10 min. 55 sec. East, 50.00 feet; 2) North 09 deg. 18 min. 34 sec. West, 235.88

OR1867 Pg 631

feet; 3) North 21 deg. 52 min. 28 sec. East, 477.29 feet to the Southerly right of way line of S. W. 46th Boulevard (100 feet R/W); thence North 78 deg. 45 min. 22 sec. East, along said Southerly right of way line, 152.79 feet; thence North 11 deg. 14 min. 38 sec. West, 100 feet to the Northerly right of way line of said S. W. 46th Boulevard; thence North 78 deg. 45 min. 22 sec. East, along said Northerly right of way line, 98.99 feet to the Point of Beginning; thence continue North 78 deg. 45 min. 22 sec. East, along said Northerly right of way line, 1027.58 feet to the beginning of a curve concave Northwesterly and having a radius of 3361.54 feet; thence Northeasterly along the arc of said curve and along said Northerly right of way line, through a central angle of 02 deg. 38 min. 14 sec., an arc distance of 154.73 feet, said arc being subtended by a chord having a bearing and distance of North 77 deg. 26 min. 15 sec. East, 154.72 feet; thence North 17 deg. 48 min. 16 sec. West, 451.70 feet; thence South 68 deg. 58 min. 21 sec. West, 107.84 feet; thence North 21 deg. 01 min. 39 sec. West, 90.00 feet; thence South 68 deg. 58 min. 21 sec. West, 75.00 feet; thence South 74 deg. 21 min. 43 sec. West, 34.04 feet; thence South 68 deg. 58 min. 21 sec. West, 75.00 feet; thence South 21 deg. 01 min. 39 sec. East, 90.00 feet; thence South 68 deg. 58 min. 21 sec. West, 60.00 feet; thence South 21 deg. 01 min. 39 sec. East, 37.01 feet; thence South 74 deg. 19 min. 31 sec. West, 115.04 feet; thence North 15 deg. 40 min. 29 sec. West, 90.00 feet; thence South 74 deg. 19 min. 31 sec. West, 75.00 feet; thence South 86 deg. 06 min. 00 sec. West, 35.34 feet; thence South 74 deg. 19 min. 31 sec. West, 75.00 feet; thence South 15 deg. 40 min. 29 sec. East, 90.00 feet; thence South 74 deg. 19 min. 31 sec. West, 60.00 feet; thence South 15 deg. 40 min. 29 sec. East, 52.23 feet; thence South 78 deg. 21 min. 59 sec. West, 69.12 feet; thence North 11 deg. 38 min. 01 sec. West, 55.00 feet; thence South 78 deg. 21 min. 59 sec. West, 60.00 feet; thence North 11 deg. 38 min. 01 sec. West, 90.00 feet; thence South 78 deg. 21 min. 59 sec. West, 87.73 feet; thence North 11 deg. 38 min. 01 sec. West, 37.33 feet; thence South 78 deg. 21 min. 59 sec. West, 95.00 feet; thence South 11 deg. 38 min. 01 sec. East, 90.00 feet; thence South 78 deg. 21 min. 59 sec. West, 60.00 feet; thence South 11 deg. 38 min. 01 sec. East, 55.00 feet; thence South 78 deg. 21 min. 59 sec. West, 25.00 feet; thence South 11 deg. 38 min. 01 sec. East, 55.00 feet; thence South 78 deg. 21 min. 59 sec. West, 25.00 feet; thence South 11 deg. 38 min. 01 sec. East, 116.07 feet; thence South 78 deg. 44 min. 34 sec. West, 13.79 feet; thence South 11 deg. 15 min. 26 sec. East, 149.94 feet to the Point of Beginning.

Containing 10.90 acres, more or less.

O.R. BK 1867 PG0632

SUPPLEMENTAL DECLARATION
for
ANNEXATION OF ADDITIONAL PROPERTY
to
THE HAILE PLANTATION WEST
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION to The Haile Plantation West Master Declaration of Covenants, Conditions and Restrictions is made this 16th day of October, 1992, by HAILE PLANTATION WEST, a Florida joint venture consisting of BGR of Haile, Inc. and Haile Plantation Corporation, both Florida corporations, (Declarant).

RECORDED
OFFICIAL RECORDS
92 OCT 19 PM 3:27
CLERK OF CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FL

WITNESSETH:

WHEREAS, Declarant made and entered into a certain Master Declaration of Covenants, Conditions and Restrictions, recorded on the 19th day of September, 1990 in Official Records Book 1785, page 2726 of the public records of Alachua County, Florida (Master Declaration) and

Ret to Haile/MD
RETURN TO

WHEREAS, Declarant is desirous of bringing under this Master Declaration additional property that lies within the Development Plan in accordance with Article II contained therein by execution of this Supplemental Declaration.

NOW, THEREFORE, the Master Declaration is hereby spread to subject the real property located in Alachua County, Florida, referred to as Haile Plantation Unit 16 - Phase II; Plat Book "Q", pages 66 and 67 of the public records of Alachua County, Florida and more particularly described on Exhibit "A" by metes and bounds attached hereto, to the terms and conditions contained therein.

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

HAILE PLANTATION WEST, a Florida joint venture, by its undersigned joint venturers.

BGR OF HAILE, INC.

By _____
Robert R. Rowe, Its President

HAILE PLANTATION CORPORATION

By _____
Robert B. Kramer, Its 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 acknowledgements, personally appeared ROBERT R. ROWE, well known to me to be the President of BGR OF HAILE, INC., a Florida corporation, and he acknowledged executing the foregoing Supplemental Declaration on behalf of said corporation; said corporation being a joint venturer of, and together with HAILE PLANTATION CORPORATION d/b/a HAILE PLANTATION WEST, a Florida joint venture, 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 and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 16th day of October, 1992.

MARSHA DOLSAK
Notary Public, State of Florida
My comm. expires June 30, 1996
Comm. No. CC211874
Bonded thru Safeco

_____
Notary Public

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 acknowledgements, 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 Supplemental Declaration on behalf of said corporation; said corporation being a joint venturer of, and together with BGR OF HAILE, INC., d/b/a HAILE PLANTATION WEST, a Florida joint venture, 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 and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 16th day of October, 1992.

MARSHA DOLSAK
Notary Public, State of Florida
My comm. expires June 30, 1996
Comm. No. CC211874
Bonded thru Safeco

_____
Notary Public

DESIGNATION AND AUTHORIZATION

HAILE PLANTATION CORPORATION, a Florida corporation, the fee simple owner of the property described herein, hereby designates and authorizes HAILE PLANTATION WEST, a Florida joint venture (consisting of BGR of Haile, Inc., a Florida corporation, and Haile Plantation Corporation, a Florida corporation), its successors or assigns, as authorized agent to exercise all rights and fulfill all duties required by the Declarant or as an owner under the Master Declaration, and submits such real property to the terms and conditions of the Haile Plantation West Master Declaration of Covenants, Conditions, and Restrictions.

WITNESS:

HAILE PLANTATION CORPORATION

By _____
Robert B. Kramer, Its
President

(CORPORATE SEAL)

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 acknowledgements, personally appeared ROBERT B KRAMER, the President of HAILE PLANTATION CORPORATION, and he acknowledged executing the foregoing Designation and Authorization 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 and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 16th day of October, 1992.

Notary Public

MARSHA DOLSAK
Notary Public, State of Florida
My comm. expires June 30, 1996
Comm. No. CC211874
Bonded thru Safeco

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND RUN THENCE NORTH 89° 49' 05" WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION A DISTANCE OF 1226.05 FEET; THENCE NORTH 00° 10' 55" EAST 1489.83 FEET TO THE SOUTHWEST CORNER OF HAILE PLANTATION UNIT 6, PHASE II AS PER PLAT THEREOF RECORDED IN PLAT BOOK P, PAGE 5 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 07° 56' 37" WEST ALONG THE WEST BOUNDARY OF SAID UNIT 6, PHASE II, A DISTANCE OF 230.00 FEET; THENCE NORTH 05° 51' 01" EAST ALONG SAID WEST BOUNDARY 292.00 FEET; THENCE NORTH 20° 56' 31" EAST ALONG SAID WEST BOUNDARY 530.00 FEET TO THE NORTHWEST CORNER OF SAID UNIT 6, PHASE II AND THE POINT OF BEGINNING; THENCE SOUTH 69° 03' 29" EAST ALONG THE NORTHERLY BOUNDARY OF SAID UNIT 6, PHASE II, A DISTANCE OF 490.00 FEET; THENCE NORTH 33° 14' 49" EAST 63.18 FEET; THENCE NORTH 55° 16' 06" EAST 104.37 FEET; THENCE NORTH 23° 22' 21" EAST 104.45 FEET; THENCE NORTH 11° 56' 04" WEST 102.89 FEET TO A POINT ON THE WESTERLY BOUNDARY OF A 30 FOOT WIDE SANITARY SEWER TRUNK LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1666, PAGE 128 OF SAID PUBLIC RECORDS; THENCE NORTH 38° 09' 26" WEST ALONG SAID WESTERLY BOUNDARY 84.38 FEET; THENCE NORTH 59° 55' 20" WEST 62.80 FEET; THENCE NORTH 57° 56' 26" WEST 130.89 FEET; THENCE NORTH 71° 04' 14" WEST 129.33 FEET; THENCE NORTH 84° 12' 23" WEST 131.01 FEET; THENCE SOUTH 82° 44' 12" WEST 127.77 FEET; THENCE SOUTH 69° 41' 01" WEST 130.93 FEET; THENCE SOUTH 56° 34' 08" WEST 212.62 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF LOT 9 OF HAILE PLANTATION UNIT 16, PHASE I AS PER PLAT THEREOF RECORDED IN PLAT BOOK Q, PAGES 6 & 7 OF SAID PUBLIC RECORDS; THENCE SOUTH 59° 17' 57" EAST ALONG SAID NORTHERLY BOUNDARY 158.53 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SOUTHWEST 95TH TERRACE (60' R/W); SAID POINT BEING ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 430.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 02° 33' 21" AN ARC DISTANCE OF 19.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 47° 15' 57" EAST 19.18 FEET; THENCE SOUTH 41° 27' 23" EAST ALONG SAID NORTHERLY BOUNDARY 60.00 FEET; THENCE SOUTH 59° 18' 00" EAST ALONG SAID NORTHERLY BOUNDARY 126.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.62 ACRES, MORE OR LESS.

RECORDS
DEC 10 PM 4:05
CLERK OF CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FLA.

SUPPLEMENTAL DECLARATION
for
ANNEXATION OF ADDITIONAL PROPERTY
to
THE HAILE PLANTATION WEST
MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION to The Haile Plantation West Master Declaration of Covenants, Conditions and Restrictions is made this 4th day of December, 1992, by HAILE PLANTATION WEST, a Florida joint venture consisting of BGR of Haile, Inc. and Haile Plantation Corporation, both Florida corporations, (Declarant)

WITNESSETH:

WHEREAS, Declarant made and entered into a certain Master Declaration of Covenants, Conditions and Restrictions, recorded on the 19th day of September, 1990 in Official Records Book 1785, page 2726 of the public records of Alachua County, Florida (Master Declaration) and

WHEREAS, Declarant is desirous of bringing under this Master Declaration additional property that lies within the Development Plan in accordance with Article II contained therein by execution of this Supplemental Declaration.

NOW, THEREFORE, the Master Declaration is hereby spread to subject the real property located in Alachua County, Florida, referred to as Haile Plantation Unit 26, Phase I, Plat Book " Q", pages 85 and 85A and Haile Plantation Unit 26, Phase II, Plat Book "Q ", pages 86 and 87, all of the public records of Alachua County, Florida, and more particularly described on Exhibit "A" by metes and bounds attached hereto, to the terms and conditions contained theroin. As to the plat of Unit 26, Phase I and II the minimum ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2,000 square feet for one-story

RETURN TO

dwelling, nor less than 1,600 for a dwelling of more than one-story. The Architectural Review Board has the right to promulgate Planning Criteria for all The Properties. Such Planning Criteria as set forth in the Haile Plantation West Master Declaration of Covenants, Conditions and Restrictions may cause the minimum square footage to exceed those established herein.

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

HAILE PLANTATION WEST, a Florida joint venture, by its undersigned joint venturers:

BGR OF HAILE, INC.

Jennifer J. Dace
DeCinn Larsen

By Robert R. Rowe
Robert R. Rowe, Its President

HAILE PLANTATION CORPORATION

Jennifer J. Dace
DeCinn Larsen

By
Robert B. Kramer, Its 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 acknowledgements, personally appeared ROBERT R. ROWE, well known to me to be the President of BGR OF HAILE, INC., a Florida Corporation, and he acknowledged executing the foregoing Supplemental Declaration on behalf of said corporation; said corporation being a joint venturer of, and together with HAILE PLANTATION CORPORATION d/b/a HAILE PLANTATION WEST, a Florida joint venture, 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 and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 4th day of December 1992.

DeCinn Larsen
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 22, 1995

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 acknowledgements, 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 Supplemental Declaration on behalf of said corporation; said corporation being a joint venturer of, and together with BGR OF HAILE, INC., d/b/a HAILE PLANTATION WEST, a Florida joint venture, 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 and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 4th day of December, 1992.

De Ann Larsen
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 22, 1995

DESIGNATION AND AUTHORIZATION

BGR OF HAILE, INC., a Florida corporation, the fee simple owner of the property described on attached Exhibit "A", which is Haile Plantation Unit 26 Phase I, as per plat recorded in Plat Book Q ", pages 85 and 85A and Haile Plantation Unit 26 Phase II, as per plat recorded in Plat Book Q "; pages 86 and 87; all of the public records of Alachua County, Florida, hereby designates and authorizes HAILE PLANTATION WEST, a Florida joint venture (consisting of BGR of Haile, Inc., a Florida corporation, and Haile Plantation Corporation, a Florida corporation), its successors or assigns, as authorized agent to exercise all rights and fulfill all duties required by the Declarant or as an owner under the Master Declaration, and submits such real property to the terms and conditions of the Haile Plantation West Master Declaration of Covenants, Conditions and Restrictions.

WITNESS:

Jennifer J. Daco

De Ann Larsen

BGR OF HAILE, INC.

By Robert R. Rowe

Robert R. Rowe, Its President

(CORPORATE SEAL)

O.R. BK 1886 PG0903

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ROBERT R. ROWE, the President of BGR OF HAILE, INC., and he acknowledged executing the foregoing Designation and Authorization 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 and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 11th day of December, 1992.

Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 22, 1995

O.R. BK 1886 PG0904

Exhibit "A"

As to Unit 26, Phase I:

LEGAL DESCRIPTION

A PORTION OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND RUN THENCE SOUTH 89° 56' 06" WEST ALONG THE NORTH BOUNDARY OF SAID SECTION A DISTANCE OF 2559.36 FEET; THENCE SOUTH 00° 21' 24" WEST 102.52 FEET; THENCE SOUTH 65° 51' 10" EAST 60.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 820.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 53' 49", AN ARC DISTANCE OF 184.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 17° 41' 55" WEST 184.19 FEET; THENCE SOUTH 00° 21' 24" WEST 464.22 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SW 44TH AVENUE (R/W WIDTH VARIES), SAID POINT BEING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 29° 30' 48", AN ARC DISTANCE OF 1117.78 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 63° 16' 42" EAST 1105.46 FEET; THE END OF SAID CURVE BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 11° 02' 24" AN ARC DISTANCE OF 211.95 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 52° 31' 04" EAST 211.63 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 17° 42' 13", AN ARC DISTANCE OF 339.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 66° 53' 23" EAST 338.54 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1144.06 FEET, AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 25° 32' 00", AN ARC DISTANCE OF 509.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 89° 01' 18" EAST 505.63 FEET; THENCE SOUTH 11° 47' 16" EAST 51.76 FEET; THENCE SOUTH 59° 28' 56" EAST 123.23 FEET; THENCE SOUTH 25° 21' 29" EAST 123.23 FEET; THENCE SOUTH 08° 26' 15" WEST 120.92 FEET; THENCE SOUTH 39° 54' 27" WEST 114.52 FEET TO A POINT ON A DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1666, PAGE 131 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 61° 41' 57" WEST ALONG SAID DRAINAGE EASEMENT 27.38 FEET; THENCE SOUTH 55° 37' 53" WEST 138.40 FEET; THENCE SOUTH 72° 44' 11" WEST 164.12 FEET; THENCE NORTH 89° 55' 52" WEST 164.12 FEET; THENCE NORTH 77° 06' 22" WEST 108.65 FEET; THENCE SOUTH 40° 14' 18" WEST 100.00 FEET; THENCE SOUTH 50° 03' 19" WEST 157.83 FEET; THENCE SOUTH 65° 36' 12" WEST 173.12 FEET; THENCE SOUTH 81° 09' 46" WEST 173.42 FEET; THENCE NORTH 83° 17' 31" WEST 126.79 FEET; THENCE NORTH 07° 42' 29" WEST 166.41 FEET; THENCE NORTH 16° 31' 23" EAST 60.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 420.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 44", AN ARC DISTANCE OF 137.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 64° 04' 45" WEST 137.16 FEET; THENCE NORTH 35° 19' 07" EAST 102.54 FEET; THENCE NORTH 05° 48' 56" WEST 141.97 FEET; THENCE NORTH 04° 17' 55" EAST 163.66 FEET; THENCE NORTH 12° 25' 09" EAST 171.00 FEET; THENCE NORTH 41° 56' 22" EAST 127.95 FEET; THENCE NORTH 76° 47' 10" EAST 123.56 FEET; THENCE SOUTH 68° 37' 44" EAST 126.13 FEET; THENCE NORTH 31° 57' 44" EAST 41.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.71 ACRES, MORE OR LESS.

As to Unit 26, Phase II:

LEGAL DESCRIPTION

A PORTION OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND RUN THENCE SOUTH 89° 56' 06" WEST ALONG THE NORTH BOUNDARY OF SAID SECTION A DISTANCE OF 2559.36 FEET; THENCE SOUTH 00° 21' 24" WEST 102.52 FEET; THENCE SOUTH 65° 51' 10" EAST 60.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 820.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 53' 49", AN ARC DISTANCE OF 184.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 17° 41' 55" WEST 184.19 FEET; THENCE SOUTH 00° 21' 24" WEST 464.22 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SW 44TH AVENUE (R/W WIDTH VARIES), SAID POINT BEING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 15° 06' 58", AN ARC DISTANCE OF 572.50 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 70° 28' 37" EAST 570.84 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 14° 23' 51", AN ARC DISTANCE OF 545.28 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 55° 43' 13" EAST 543.85 FEET; THE END OF SAID CURVE BEING THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 11° 02' 24", AN ARC DISTANCE OF 211.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 52° 31' 04" EAST 211.63 FEET; THENCE SOUTH 31° 57' 44" WEST 41.28 FEET; THENCE NORTH 68° 37' 44" WEST 126.13 FEET; THENCE SOUTH 76° 47' 10" WEST 123.56 FEET; THENCE SOUTH 41° 56' 22" WEST 127.95 FEET; THENCE SOUTH 12° 25' 09" WEST 171.00 FEET; THENCE SOUTH 04° 17' 55" WEST 163.66 FEET; THENCE SOUTH 05° 48' 56" EAST 141.97 FEET; THENCE SOUTH 35° 19' 07" WEST 102.54 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 420.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 47' 44", AN ARC DISTANCE OF 137.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 64° 04' 45" EAST 137.16 FEET; THENCE SOUTH 16° 31' 23" WEST 60.00 FEET; THENCE SOUTH 07° 42' 39" EAST 166.41 FEET; THENCE NORTH 83° 17' 31" WEST 16.00 FEET; THENCE SOUTH 87° 39' 39" WEST 55.02 FEET; THENCE SOUTH 33° 55' 34" WEST 95.69 FEET; THENCE SOUTH 43° 01' 20" WEST 109.75 FEET; THENCE NORTH 89° 49' 05" WEST 218.80 FEET; THENCE NORTH 30° 54' 47" WEST 159.51 FEET; THENCE NORTH 00° 21' 24" EAST 114.84 FEET; THENCE NORTH 36° 10' 40" EAST 193.02 FEET; THENCE NORTH 23° 11' 15" WEST 63.56 FEET; THENCE NORTH 22° 11' 26" WEST 173.26 FEET; THENCE NORTH 06° 37' 32" WEST 173.40 FEET; THENCE NORTH 07° 14' 49" EAST 157.94 FEET; THENCE NORTH 04° 10' 55" WEST 117.47 FEET; THENCE NORTH 02° 00' 49" WEST 171.78 FEET; THENCE NORTH 13° 18' 06" EAST 112.18 FEET; THENCE NORTH 42° 09' 26" EAST 111.69 FEET; THENCE NORTH 58° 26' 09" EAST 97.00 FEET; THENCE NORTH 27° 04' 52" EAST 66.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.98 ACRES, MORE OR LESS.

RETURN TO

SUPPLEMENTAL DECLARATION
for
ANNEXATION OF ADDITIONAL PROPERTY
to
THE HAILE PLANTATION WEST
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION to The Haile Plantation West Master Declaration of Covenants, Conditions and Restrictions is made this 21th day of January, 1993, by HAILE PLANTATION WEST, a Florida joint venture consisting of BGR of Haile, Inc. and Haile Plantation Corporation, both Florida corporations, (Declarant)

93 JAN 25 PM 4:01
RECORDED
OFFICIAL RECORDS
CLERK OF CIRCUIT
COUNTY COURT
ALACHUA COUNTY, FL.

WITNESSETH:

WHEREAS, Declarant made and entered into a certain Master Declaration of Covenants, Conditions and Restrictions, recorded on the 19th day of September, 1990 in Official Records Book 1785, page 2726 of the public records of Alachua County, Florida (Master Declaration) and

WHEREAS, Declarant is desirous of bringing under this Master Declaration additional property that lies within the Development Plan in accordance with Article II contained therein by execution of this Supplemental Declaration.

NOW, THEREFORE, the Master Declaration is hereby spread to subject the real property located in Alachua County, Florida, referred to as Haile Plantation Unit 19 - Phases I, II & III and Unit 22; to be recorded in the public records of Alachua County, Florida and more particularly described on Exhibit "A" by metes and bounds attached hereto, to the terms and conditions contained therein.

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

HAILE PLANTATION WEST, a Florida joint venture, by its undersigned joint venturers.

BGR OF HAILE, INC.

Jennifer J. Dace
De Ann Larsen

By Robert R. Rowe
Robert R. Rowe, Its President

HAILE PLANTATION CORPORATION

Jennifer J. Dace
De Ann Larsen

By
Robert B. Kramer, Its 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 acknowledgements, personally appeared ROBERT R. ROWE, well known to me to be the President of BGR OF HAILE, INC., a Florida corporation, and he acknowledged executing the foregoing Supplemental Declaration on behalf of said corporation; said corporation being a joint venturer of, and together with HAILE PLANTATION CORPORATION d/b/a HAILE PLANTATION WEST, a Florida joint venture, 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 and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 21st day of January, 1993.

De Ann Larsen
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 22, 1995

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 acknowledgements, 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 Supplemental Declaration on behalf of said corporation; said corporation being a joint venturer of, and together with BGR OF HAILE, INC., d/b/a HAILE PLANTATION WEST, a Florida joint venture, 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 and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 21st day of January, 1993.

De Ann Larsen
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 22, 1995

DESIGNATION AND AUTHORIZATION

HAILE PLANTATION CORPORATION, a Florida corporation, the fee simple owner of the property described herein, hereby designates and authorizes HAILE PLANTATION WEST, a Florida joint venture (consisting of BGR of Haile, Inc., a Florida corporation, and Haile Plantation Corporation, a Florida corporation), its successors or assigns, as authorized agent to exercise all rights and fulfill all duties required by the Declarant or as an owner under the Master Declaration, and submits such real property to the terms and conditions of the Haile Plantation West Master Declaration of Covenants, Conditions, and Restrictions.

WITNESS:

HAILE PLANTATION CORPORATION

By _____
Robert B. Kramer, its President

(CORPORATE SEAL)

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 acknowledgements, personally appeared ROBERT B KRAMER, the President of HAILE PLANTATION CORPORATION, and he acknowledged executing the foregoing Designation and Authorization 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 and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 21st day of January, 1993.

Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 22, 1995

LEGAL DESCRIPTION - Unit 22 of Haile Plantation

A PORTION OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 10 SOUTH, RANGE 19 EAST AND RUN THENCE SOUTH 89°56'06" WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 2645.77 FEET TO THE NORTHWEST CORNER OF THE NE 1/4 OF SAID SECTION; THENCE SOUTH 89°56'27" WEST ALONG SAID NORTH BOUNDARY 599.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°56'27" WEST ALONG SAID NORTH BOUNDARY 2046.34 FEET TO THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 00°21'24" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 410.46 FEET; THENCE SOUTH 60°56'28" EAST 962.24 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 930.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°10'33" AN ARC DISTANCE OF 652.12 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 69°50'50" EAST 638.84 FEET; THENCE NORTH 89°56'06" EAST 54.13 FEET; THENCE SOUTH 00°03'54" EAST 60.00 FEET; THENCE NORTH 89°56'06" EAST 782.37 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2170.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°33'34" AN ARC DISTANCE OF 286.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 86°17'07" EAST 286.10 FEET; THENCE NORTH 07°29'40" EAST 60.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2230.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°33'34" AN ARC DISTANCE OF 294.22 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 86°17'07" WEST 294.01 FEET; THENCE SOUTH 89°56'06" WEST 85.00 FEET TO THE SOUTHWEST CORNER OF HAILE PLANTATION UNIT 23 AS PER PLAT THEREOF RECORDED IN PLAT BOOK Q, PAGES 60 & 61 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 00°03'54" WEST ALONG THE WEST BOUNDARY OF SAID HAILE PLANTATION UNIT 23 A DISTANCE OF 291.68 FEET; THENCE NORTH 69°22'12" WEST ALONG SAID WEST BOUNDARY 94.99 FEET; THENCE NORTH 34°42'52" WEST ALONG SAID WEST BOUNDARY 94.74 FEET; THENCE NORTH 00°03'33" WEST ALONG SAID WEST BOUNDARY 255.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.14 ACRES, MORE OR LESS.

Legal Description
For: Haile Plantation
Unit 19 , Phases I,II,& III

A portion of Section 19, Township 10 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northeast corner of Section 19, Township 10 South, Range 19 East and run thence South 89°56'06" West along the north boundary of said Section 2645.77 feet to the northwest corner of the northeast 1/4 of said Section; thence South 89°56'27" West along said north boundary, 599.22 feet; thence South 00°03'33" East, 255.96 feet; thence South 34°42'52" East, 94.74 feet; thence South 69°22'12" East, 94.99 feet; thence South 00°03'54" East, 291.68 feet; thence North 89°56'06" East, 85.00 feet; thence South 00°03'54" East, 60.00 feet to the POINT OF BEGINNING; thence South 89°56'06" West, 836.50 feet to the beginning of a curve concave southeasterly and having a radius of 870.00 feet; thence westerly, southerly and southeasterly along the arc of said curve through a central angle of 100°52'59", an arc distance of 1531.84 feet, said arc being subtended by a chord having a bearing and distance of South 39°29'37" West, 1341.50 feet; thence North 86°16'31" East, 1016.34 feet; thence North 51°22'56" East, 869.87 feet; thence North 26°34'17" East, 466.28 feet to a point on the arc of a curve concave southerly and having a radius of 2170.00 feet; thence westerly along the arc of said curve through a central angle of 05°37'34", an arc distance of 213.08 feet to the POINT OF BEGINNING, said arc being subtended by a chord having a bearing and distance of North 87°15'07" West, 212.99 feet.

Containing 31.89 acres, more or less.

DECLARATION OF COVENANTS AND RESTRICTIONS

DAVID B. FLEEMAN, individually and as Trustee, MATTHEW KASKEL, individually and as Trustee, and HAILE PLANTATION CORPORATION, a Florida corporation ("Owners"), the owners of the property in Alachua County, Florida, described in Schedule "A" attached hereto ("the Property"), do hereby declare that said real property shall be held, transferred, sold and occupied subject to the covenants and restrictions set forth herein.

1. Within the West 50 feet of said Section 19, there shall not be constructed any buildings, improvements or structures, nor the placing of any utilities, wires, electrical lines, light poles, lights, telephone lines, sewer pipes, drainage culverts, water pipes, buried utilities, paving or streets, paths or walks (except as noted below), picnic tables, benches, fire places, outdoor grills, fences (except as noted below), nor the conduct of any industry, business, commercial enterprise, any entertainment, educational, religious or charitable activity, and Owners agree to keep said 50 foot wide strip free of litter. Expressly excepted from the covenants contained in this paragraph are:

(a) Drainage basins, channels, swales, and similar drainage necessities;

(b) A public street right-of-way (the width being as required by the appropriate authority) running in an East-West direction generally parallel to the East-West corridor within 1,000 feet either side of the one-half Section line in the Section. Unless and until said street shall be extended westward into Section 24, Township 10 South, Range 18 East, by the County of Alachua or other competent

OR 1279 PG 546

political authority, or by agreement with the owner of said Section 24, the Owners will blockade such right-of-way at least 100 feet Easterly of the West line of said Section 19;

(c) One or more fences or walls of a height not to exceed ten (10) feet enclosing the Western circumference boundary of said Section 19;

(d) A non-paved path for walking, jogging or horseback riding, but prohibiting any motorized vehicles therefrom.

2. Within the East 40 feet of the West 50 feet of said Section 19, the Owners agree to plant in the first planting season following the recording of this Declaration, to replant (if necessary), and to maintain a year-round substantial continuous sight barrier hedge of appropriate plants and evergreens and such other trees or shrubs as Owners may designate.

3. Permission is hereby granted for the periodic plowing and maintenance of a clear fire lane, in accordance with sound forestry practices, by Frances Childress Lee, her successors and assigns, within the West 10 feet of said Section 19 or as close to the fence as possible.

4. Prohibited anywhere within the property are the construction, placing or use of any exterior light or other exterior medium of illumination or reflection (i) at a height more than 30 feet above ground level (ii) without shields or other method of blocking the illumination or light from being directed above a horizontal plane 30 feet above ground level. Standards for exterior light or exterior illumination shall be those of the Gainesville Alachua County Regional Utilities Board for public areas with a similar concept to be applied on private or commercial property areas.

OR 1279 PG 547

5. The Owners recognize that Frances Childress Lee, her successors and assigns, will continue to use the lands of Kanapaha Ranch adjoining the Property on the West (including Section 24) for hunting, forestry, raising and feeding livestock and similar uses, including burning, the use of heavy mechanical equipment and the discharge of firearms; but the Owners will in no way be obligated to compel land owners to refrain from interfering with the use of such adjoining lands by Frances Childress Lee, her successors and assigns.

6. No building, structure, tower, antenna or other improvement within the West one-half of Section 19 shall be higher than the predominant tree canopy, or 60 feet, whichever is higher.

7. Within one year from the recording of this Declaration, Owners will construct a substantial fence along the Section line between Sections 19 and 24. Such fence shall be constructed with creosoted posts 4" in diameter, placed at intervals of no more than 20 feet, and with "no climb" woven wire, at least 60" high, with a strand of barbed wire at ground level and at least two strand of barbed wire at the top thereof, at least 4", but not more than 8" apart, or such other construction proposed by Owners which is satisfactory to Frances Childress Lee, her successors or assigns, who shall have the right to repair, maintain and clear such fence from time to time. It is expressly recognized that the purpose of the fence is to prevent residents and invitees of the property from entering upon or trespassing on Kanapaha Ranch and also to protect Kanapaha Ranch and its wild life, including quail, from domestic pets, dogs, cats and the like. Frances Childress Lee, her successors or assigns, shall have access through said fence to its Northern and Southern termini for the purposes of paragraph 3 above.

8. If the Owners permit the construction of, or if any party, including the Alachua County School Board or its successor constructs, a school within such Section 19 abutting Section 24, there shall be no access to the West 100 feet of said Section 19 by such school or its pupils and a solid fence of wood or more substantial construction at least 8 feet in height will be constructed along the West boundary of such school property at least 100 feet East of said Western section boundary. It is recognized that the purpose of such access prohibition and of such fence, in addition to the purposes stated in paragraph 7 above, is to add protection to the school area from possible gunshot from Kanapaha Ranch. The covenant also requires that (i) the siting of any school buildings shall be at least 300 feet East of said Section line and (ii) the enforcement of and recognition of all other covenants contained herein shall be by the authority having jurisdiction over such school.

9. Except for the road permitted under paragraph 1(b) above, the school permitted under paragraph 8 above and the West 50 feet of Section 19, all land within approximately the West 100 feet of Section 19, conforming to the adopted master development plan, shall be used solely for single family residences at a density of approximately three per acre and for appurtenant roads and utilities to service the same, or for open space, but without access by any such roads or utilities into the West 100 feet of Section 19.

10. Any land owner or tenant resident in the property shall be prohibited (i) from carrying on any trade or business enterprise from a single family residence area (except as permitted

by special exception by Alachua County), (ii) from permitting any dog, cat or other domestic pet to run loose except with a leash (but such animals may run loose on the owner's own property), (iii) from discharging firearms, (iv) from becoming a public nuisance, and (v) from outdoor burning of trash, grass, weeds, and the like, except within Alachua County approved fire receptacles.

11. The Owners recognize that damages are inadequate and that Frances Childress Lee, her successors or assigns, shall be entitled to specific performance and injunctive relief to enforce the covenants in this Declaration. The Owners agree to furnish a copy hereof to each landowner in the Property at the time of initial purchase from the Owners.

12. Frances Childress Lee, her successors and assigns, shall have the right to release any of the provisions of this Declaration or to modify the same with the consent of the Owners.

13. If, during the existence of these restrictions, Frances Childress Lee, her successors and assigns, change the use of the Kanapaha Ranch from the use contemplated by these restrictions, then the covenants and restrictions contained herein shall be modified to relieve the Owners from such restrictions which would no longer be applicable.

14. The restrictions and covenants contained herein shall run with the land and shall be binding upon the Owners,

their successors and assigns.

Dated this 17 day of MAY, 1980.

Witnessed by:

(As to Fleeman and Kaskel)

David B. Fleeman, individually and as Trustee

Matthew Kaskel, individually and as Trustee

HALE PLANTATION CORPORATION

By: _____
President

STATE OF FLORIDA:
SS:
COUNTY OF DADE:

The foregoing instrument was acknowledged before me this 17 day of MAY, 1980 by DAVID B. FLEEMAN, individually and as Trustee, and MATTHEW KASKEL, individually and as Trustee.

My commission expires:

Notary Public, State of Florida at Large

STATE OF FLORIDA:
SS:
COUNTY OF ALACHUA:

The foregoing instrument was acknowledged before me this 17 day of MAY, 1980 by Robert Krasser, President of HALE PLANTATION CORPORATION, a Florida corporation, on behalf of the corporation.

My commission expires:

Notary Public, State of Florida at Large

Notary Public, State of Florida at Large
My Commission Expires Feb. 5, 1982